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Regulations

TITLE 7—AGRICULTURE

Chapter VII—Agricultural Adjustment Agency

[ACP–1942–Insular]

PART 702 [1]—1942 AGRICULTURAL CONSERVATION PROGRAM BULLETIN

INSULAR REGION

Payments and grants of aid will be made for participation in the 1942 Agricultural Conservation Program in Alaska, Hawaii, and Puerto Rico (hereinafter referred to as the 1942 program) in accordance with the provisions of this bulletin and such modifications thereof as may hereafter be made.

Sec.

702.301 Soil-building practices.
702.302 Rice.
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702.304 Division of payments and deductions.
702.305 Increase in small payments.
702.306 Payments limited to $10,000.
702.307 Deductions incurred on other farms.
702.308 General provisions relating to payments.
702.309 Application for payment.
702.310 Appeals.
702.311 Definitions.
702.312 Authority, availability of funds, and applicability.

AUTHORITY: §§ 702.301 to 702.312, inclusive, issued under secs. 7 to 17, as amended, 49 Stat. 1148, 1915; 50 Stat. 329; 52 Stat. 31, 204, 205; 53 Stat. 550, 573; 54 Stat. 216, 728; 55 Stat. 257, 860; 16 U.S.C. 590g–590q.

§ 702.301 *Soil-building practices*—(a) *Allowance in connection with soil-building practices.* The soil-building allowance for a farm is the maximum amount of payment which will be made for carrying out on the farm the soil-building practices specified in paragraphs (c), (d), and (e) of this section.

(1) This allowance for any farm will be the sum of the following: *Provided,* That if the total allowance calculated under this paragraph is less than $15.00 for any farm, the allowance for that farm shall be increased to $15.00 if the increase is earned through the performance of forestation practices: *And provided further,* That in no case shall the allowance for any farm be less than $5.00.

(i) $4.00 per acre, not in excess of 10 acres; and $1.00 per acre, in excess of 10 acres, of cropland in the farm in excess of the sum of the largest acreage devoted to sugarcane at any one time in 1942 and the rice or tobacco acreage allotment established for the farm; and

(ii) 40 cents per acre, not in excess of 1,000 acres, and 10 cents per acre, in excess of 1,000 acres, of pasture land included in the farm but not included in the cropland, or, in Hawaii, of range land (for which the Territory tax-assessment valuation is 50 cents or more per acre) included in the farm but not included in the cropland.

(b) *Payment in connection with soil-building practices.* Payment will be made, within the limit of the soil-building allowance established for the farm in accordance with paragraph (a) of this section, for carrying out in the calendar year 1942 any of the soil-building practices listed in paragraphs (c), (d), and (e), at the rates specified, provided the practice is carried out by methods and with kinds of seeds, trees, and other materials that conform to good farming practice and in accordance with the specifications listed herein and any additional specifications that may be issued by the regional director to assure that the soil-building practices will be performed in workmanlike manner and in accordance with good farming practices for the locality.

No payment will be made with respect to practices carried out with labor and materials (other than trees) furnished entirely by any Federal or Territorial agency or any agency of Puerto Rico. If a portion of the labor, seed, or other materials (except trees) used in carrying out any practice is furnished by a Federal or Territorial agency or any agency

[1] Subject matter assigned to Parts 702, 703, and 704 will hereafter be consolidated under Part 702.

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of Puerto Rico and this portion represents one-half or more of the total cost of carrying out the practice, no payment will be made with respect to it; if this portion represents less than one-half of the total cost of carrying out the practice, payment will be made with respect to one-half of it: *Provided,* That labor, seed, trees, and materials furnished to the Territories of Alaska or Hawaii or to Puerto Rico, or a political subdivision or agency thereof, by any agency of either Territory or of Puerto Rico, respectively, or furnished under the Agricultural Demonstration Project of the Works Projects Administration, or furnished for use in carrying out soil-building practice No. 1 for Puerto Rico, shall not be deemed to have been furnished by a "Federal or Territorial agency or any agency of Puerto Rico" within the meaning of this paragraph.

(c) *Schedule of soil-building practices for Alaska.* (1) Interplanting protective nondepleting cover crops with other crops—$2.00 per acre.

(2) Planting protective nondepleting cover crops in rotation with other crops—$3.00 per acre.

(3) Using protective nondepleting cover crops for green manuring—$4.00 per acre.

(4) Planting perennial varieties of protective nondepleting cover crops on properly prepared land for permanent pasture or for cutting green for livestock feed—$4.00 per acre.

(5) Strip-cropping land of 2 percent or more slope along lines deviating not more than 2 percent from contour lines with protective nondepleting cover crops or perennial varieties of crops which will prevent soil washing—$1.00 per acre.

(6) Seeding pasture land with good seed of adapted varieties of perennial grasses or legumes which do not require preparation of a seed bed—$0.20 per pound of seed sown.

(7) Applying crop residue on the surface of soil subject to serious wind erosion to promote the establishment of a permanent vegetative cover—$0.10 per cubic yard.

(8) Planting and cultivating land of 2 percent or more slope along lines deviating not more than 2 percent from contour lines. (i) When the land is planted to truck crops—$2.00 per acre. (ii) When the land is planted to other crops—$0.50 per acre.

(9) Listing land along lines deviating not more than 2 percent from contour lines for fallowing or for planting protective nondepleting cover crops—$0.50 per acre.

(10) Constructing permanent ditching on land of 6 percent or more average slope, with suitable outlets, for the diversion of surface water to prevent soil washing. No credit will be given for ditches of more than 4 percent slope nor for any temporary field ditching. (i) When constructed on land where the topography, stoniness, or size of fields requires that the ditching be constructed entirely by hand labor—$0.80 per 100 linear feet. (ii) When constructed on other land—$0.40 per 100 linear feet.

(11) Constructing a sufficient amount of continuous terrace to give adequate protection against erosion. No credit will be given for more than 500 feet of terrace per acre—$1.00 per 100 linear feet of terrace.

(12) Constructing and maintaining check dams in gullies—$0.10 per linear foot.

(13) Establishing a good stand of erosion-resistant perennial grasses in gullies—$0.02½ per 100 square feet.

(14) Applying ground limestone or its equivalent. No credit will be given for the application of more than 2 tons per acre—$6.00 per ton.

(15) Applying 48 percent superphosphate or 50 percent muriate of potash, or both, or their equivalent, to, or in connection with the seeding of, protective nondepleting cover crops. No credit will be given for the application of more than 200 pounds per acre—$2.25 per 100 pounds.

(16) Planting land entirely to forest trees or windbreak trees—$5.00 per acre.

(17) Planting forest trees on the sides or crests of gulches or on erosion scars—$0.02 per tree.

(d) *Schedule of soil-building practices for Hawaii.* (1) Interplanting protective nondepleting cover crops with other crops—$2.00 per acre.

(2) Planting protective nondepleting cover crops in rotation with other crops—$3.00 per acre.

(3) Using protective nondepleting cover crops for green manuring—$4.00 per acre.

(4) Planting perennial varieties of protective nondepleting cover crops on properly prepared land for permanent pasture or for cutting green for livestock feed—$4.00 per acre.

(5) Seeding depleted range land with good seed of adapted varieties of perennial grasses or legumes which do not require preparation of a seed bed. (i) For Koa haole (Lucaena glauca) seed—$0.10 per pound. (ii) For other varieties of seed—$0.20 per pound.

(6) Planting slips or stools of adapted varieties of perennial grasses on depleted range land—$2.00 per acre.

(7) Applying crop residue on the surface of soil subject to serious wind erosion to promote the establishment of a permanent vegetative cover—$0.10 per cubic yard.

(8) Furrowing range land along lines deviating not more than 3 percent from

contour lines, with furrows not less than 8 inches in width and 4 inches in depth—$0.05 per 100 linear feet. No credit will be given for more than 4,000 linear feet per acre.

(9) Clearing range land heavily infested with range-destroying plants—$5.00 per acre.

(10) Clearing range land lightly infested with range-destroying plants—$2.00 per acre.

(11) Mowing or employing other approved means to prevent the reinfestation of cleared range land. No credit will be given for mowing if the plants mowed are used for hay or sold for any purpose—$0.25 per acre for each operation within limits set by the State office.

(12) Removing all livestock from range land which was pastured in 1941 (including range land which was withheld from use in 1941 for the purpose of eradicating range-destroying plants) for a continuous period of more than four months, the months for which payment is made to be within the calendar year 1942. Credit will be given for not more than eight months and only under the following conditions: (i) This practice shall not be applicable to more than 25 percent of the range land included in the farm; (ii) On lands on which cattle or horses are grazed, the area to be kept free of grazing is fenced and the fence is maintained sufficiently to prevent the entry of livestock; (iii) On lands used exclusively for grazing sheep, either the area to be kept free of grazing is fenced and the fence maintained sufficiently to prevent the entry of livestock or the entry of livestock is prevented by herding; (iv) The remaining range land in the farm is not pastured to such extent as will decrease the stand of grass or injure the forage, tree growth, or watershed; (v) This practice shall not be applicable to land which normally is used for other purposes during the period in which livestock are excluded—$0.10 per acre for each month, in excess of four, during which livestock are removed.

Developing Stock Water on Range Land

Payment will be made with respect to the following water-development practices numbered (13), (14), (15), and (16): *Provided* (*a*) Carrying out the practice results in supplying ample water, at points remote from the ranch headquarters, for the number of livestock using the adjoining range during the grazing season; (*b*) The purpose of the development is solely to bring about a distribution of stock on the range that will conserve and restore the vegetative cover thereof; (c) No part of the water impounded or supplied is used for irrigating purposes.

(13) Drilling or digging wells, provided a windmill or power pump is installed and the water is conveyed to a tank or storage reservoir. The drilling of an artesian well will qualify for payment provided adequate stock water is made available during the grazing season and the water is conveyed to a tank or trough. (i) When well casing is four inches or more in diameter—$2.00 per linear foot of well depth. (ii) When well casing is less than four inches—$1.00 per linear foot of well depth.

(14) Developing springs or seeps, provided the source is protected from trampling and the water is conveyed to a tank or storage reservoir. (i) When material excavated is soil or gravel—$0.30 per cubic foot. (ii) When material excavated is rock—$0.60 per cubic foot. The maximum payment for any single development shall be $100.00.

(15) Constructing permanent watersheds of galvanized iron or other approved material for accumulating rainwater for range livestock, provided other methods of furnishing or accumulating water are not available and the water is conveyed to a tank or storage reservoir—$0.02½ per square foot of shed constructed.

(16) Constructing water storage tanks of redwood, steel, or other approved material on adequate foundations or constructing reservoirs lined with concrete or stone set in mortar—$0.50 per 100 gallons of capacity.

(17) Planting and cultivating land of 2 percent or more slope along lines deviating not more than 2 percent from contour lines. No credit will be given either on land under irrigation unless it is planted to truck crops or on land of more than 6 percent slope unless adequate ditching or terracing protection is provided in accord with specifications covering practices (18), (19), or (23). (i) When the land is planted to truck crops—$2.00 per acre. (ii) When the land is planted to other crops—$0.50 per acre.

(18) Protecting fallowed land with furrows averaging not more than 10 feet apart and not less than 8 inches in width and 4 inches in depth, deviating not more than 2 percent from contour lines, or, in areas subject to wind erosion, at approximately right angles to the direction of the prevailing winds. No credit will be given on land of 6 percent or more average slope unless it is protected from erosion by adequate ditching or terracing—$1.00 per acre.

(19) Constructing permanent ditching on land of 3 percent or more average slope, with suitable outlets, for the removal of surface runoff water to prevent soil washing. No credit will be given for ditches of more than 4 percent slope, unless protected by adequate vegetative cover. (i) When constructed on land where the topography, stoniness, or size of fields requires that the ditching be constructed entirely by hand labor—$0.25 per cubic yard of water carrying capacity. (ii) When constructed on other land—$0.40 per 100 linear feet of ditching.

(20) Constructing temporary ditching on fields of six percent or less average slope, with suitable outlets, for the diversion of surface water to prevent soil washing. No credit will be given for ditches of more than four percent slope. (i) When constructed on land where the topography, stoniness, or size of fields requires that the ditching be constructed entirely by hand labor—$0.04 per cubic yard of water carrying capacity. (ii) When constructed on other land—$0.05 per 100 linear feet of ditching.

(21) Lining ditches, carrying water on a grade of two percent or more. Credit will be given for irrigation ditches used only for irrigation of truck or forage crops; ditches constructed in accordance with the specifications of practice (19); and ditches for the discharge of water from systems of contour cultivation, ditching, or terracing. (i) When the ditch surface is lined with concrete or stone set in mortar—$0.06 per square foot of ditch surface lined. (ii) When the ditch surface is lined with plaster; or concrete, iron, or composition pipe is used—$0.03 per square foot of ditch surface lined or of the inside surface of pipe used, respectively.

(22) Establishing a protective sod lining in ditches used for removing excess water from systems of contour cultivation, ditching, or terracing—$0.25 per 100 square feet of ditch surface.

(23) Constructing a sufficient amount of continuous terrace to give adequate protection against erosion. No credit will be given for more than 500 feet of terrace per acre—$1.00 per one hundred linear feet of terrace.

(24) Constructing and maintaining check dams in gullies—$0.10 per linear foot.

(25) Establishing a good stand of erosion-resistant perennial grasses in gullies—$0.02½ per 100 square feet.

(26) Applying ground limestone or its equivalent. No credit will be given for the application of more than 2 tons per acre—$6.00 per ton.

(27) Applying 48 percent superphosphate or 50 percent muriate of potash, or both, or their equivalent, to, or in connection with the seeding of, protective nondepleting cover crops. No credit will be given for the application of more than 200 pounds per acre—$2.25 per 100 pounds.

(28) Planting land entirely to forest trees or windbreak trees—$5.00 per acre.

(29) Planting forest trees on the sides or crests of gulches or on erosion scars or, if planted in sufficient numbers to insure a complete forest stand at maturity, in areas having a partial, but inadequate stand of trees—$0.02 per tree.

(30) Planting shade trees in established coffee groves by planting seedling trees or cuttings $0.10 per tree.

(31) Constructing and maintaining during 1942 individual terraces or catch pits among coffee trees—$0.04 per terrace or catch pit.

(32) Constructing and maintaining during 1942 individual terraces among fruit or nut trees—$0.08 per terrace.

(33) Applying coffee pulp around coffee trees. No credit will be given for the application of more than 5 tons per acre—$1.00 per ton (unfermented weight).

(34) Growing a home garden of at least $\frac{1}{10}$ of an acre. No credit will be given for more than one garden per farm family nor for gardens on farms having more than 500 acres of cropland—$1.50 per garden.

(e) *Schedule of soil-building practices for Puerto Rico.* (Minimum perform-

ance under practice No. 1 is a prerequisite to any payment under the 1942 ACP for Puerto Rico.)

(1) Planting food crops for human consumption on at least 20 percent of the cropland on the farm (excluding sugarcane and orchards) with a minimum requirement of 1/10 acre and a maximum requirement of 25 acres devoted to this practice in 1942 on or after August 1: *Provided,* That: (i) the food crops planted are of the type specified by the Regional Director and are planted in the proportions specified by him, (ii) the plants or vines are not removed from the land on which grown, (iii) practice No. 2 is carried out on land of 6 percent or more average slope planted to intertilled crops, and (iv) practice No. 3 is carried out on land of more than 10 percent average slope—$4.00 per acre for the first 5 acres and $3.00 per acre for the next 20 acres (within 20 percent of the cropland), with a minimum of $4.00 and a maximum of $80.00.

(2) Planting and cultivating land of more than 2 percent average slope along lines deviating not more than 2 percent from contour lines. No credit will be given unless the land is planted to intertilled crops—$1.00 per acre.

(3) Constructing temporary ditching on fields of 10 percent or more average slope, with suitable outlets, for the diversion of surface water to prevent soil washing—$1.00 per acre.

(4) Maintaining, protecting, cultivating, and improving, by replanting if necessary, seedling trees on land planted to forest trees under prior agricultural conservation programs—$1.00 per acre.

(5) Maintaining, protecting, cultivating, and improving a stand of forest trees, provided prior approval is given by the San Juan office of the Agricultural Adjustment Agency—$1.00 per acre.

(6) Constructing, and maintaining throughout 1942, individual terraces or catch pits in coffee groves—$0.50 per 100 terraces or catch pits.

§ 702.302 *Rice*—(a) *State allotment.* The State allotment of rice for Hawaii is 900 acres.

(b) *Farm allotment.* The State office shall establish rice acreage allotments in accordance with the provisions of this subsection and instructions issued by the Agricultural Adjustment Agency.

(1) A rice acreage allotment shall be determined for each producer who is participating in the production of rice in 1942 and who participated in the production of rice in one or more of the five years 1937 to 1941, inclusive, on the basis of his past production of rice adjusted to the available acreage adapted to the production of rice, taking into consideration crop-rotation practices, soil fertility and other physical factors affecting the production of rice, including the labor and equipment available to him for the production of rice.

(2) An acreage not to exceed 3 percent of the State rice acreage allotment shall be apportioned among producers who are participating in the production of rice in 1942 for the first time since 1936 on the basis of the applicable standards of apportionment set forth under subparagraph (1) of this paragraph (b): *Except* that the rice acreage allotment to any producer who is participating in the production of rice in 1942 for the first time since 1936 shall not exceed 75 percent of the rice acreage allotment that would have been made to him had he participated in the production of rice in one or more of the five years 1937 to 1941, inclusive.

(3) The farm rice acreage allotment will be the sum of the allotments established for all producers participating in the production of rice on the farm. The sum of the farm allotments shall not exceed the State allotment.

(c) *Normal yield.* The State office shall determine for each farm participating in the 1942 program in the State a normal yield for rice in accordance with the provisions of this subsection and instructions issued by the Agricultural Adjustment Agency.

(1) Where reliable records of the actual yield of rice per acre for the five years 1937 to 1941, inclusive, are presented by the farmer or are available to the State office, the normal yield of rice for the farm shall be the average of these yields.

(2) If for any year of this five-year period records of the actual yield are not available or there was no actual yield because rice was not planted on the farm in that year, the State office shall ascertain from all the available facts, including the yield customarily made on the farm, weather conditions, type of soil, drainage, production practices, and general fertility of the land, the yield which was or could reasonably have been expected on the farm for that year, and the yield so determined shall be used as the actual yield for that year under subparagraph (1) of this paragraph (c).

(3) If the average of the normal yields for all farms participating in the 1942 program in the State (weighted by the rice acreage allotments therein) exceeds the average yield per acre for the State during the five years 1937 to 1941, inclusive, established by the Secretary, the normal yields for these farms, determined under subparagraphs (1) and (2) of this paragraph (c), shall be reduced pro rata so that the average of the normal yields shall not exceed the State average yield.

(d) *Payment in connection with rice acreage allotment.* Payment will be made at the rate of 2.4 cents per 100 pounds (rough rice) of the normal yield of the farm for each acre in the rice acreage allotment.

(e) *Deduction in connection with rice acreage allotment.* The payment computed for any farm under §§ 702.301 and 702.302 shall be subject to a deduction of ten times the payment rate for each acre by which the acreage of rice planted is less than its rice allotment, but not to exceed the maximum rice payment computed for the producers on that farm.

§ 702.303 *Tobacco*—(a) *State allotment.* The State allotment of tobacco for Puerto Rico will be established by the Secretary.

(b) *Farm allotments.* The State office shall establish tobacco acreage allotments in accordance with the provisions of this subsection and instructions issued by the Agricultural Adjustment Agency.

(1) A tobacco acreage allotment for the 1942–43 crop shall be determined for each farm for which a tobacco acreage allotment was, or could have been, established under the 1941 Agricultural Conservation Program on the basis of the tobacco acreage allotment which was, or could have been, established for the farm under the 1941 Agricultural Conservation Program, the land, labor, and equipment available for the production of tobacco, crop-rotation practices, and the soil and other physical factors affecting the production of tobacco: *Provided,* That no farm shall be considered under the provisions of this subparagraph (1) unless tobacco has been grown thereon during either the 1940–41 tobacco season or the 1941–42 tobacco season.

(2) The tobacco acreage allotment for any farm on which tobacco is produced in the 1942–43 tobacco season for which no allotment can be established under subparagraph (1) of this paragraph shall be determined on the basis of the land, labor, and equipment available for the production of tobacco, crop-rotation practices, and the soil and other physical factors affecting the production of tobacco.

(3) The sum of the farm acreage allotments shall not exceed the State allotment.

(c) *Normal yield.* The State office shall determine for each farm for which an acreage allotment is established under paragraph (b) of this section a normal yield for tobacco in accordance with instructions issued by the Agricultural Adjustment Agency.

(1) If the average of the normal yields established for all farms (weighted by the tobacco acreage allotments therein) exceeds the adjusted average yield (farm weight) per acre for the State during the five crop years 1937–38 to 1941–42, inclusive, the normal yields for these farms shall be reduced pro rata so that the average of the normal yields shall not exceed this figure. The adjusted average yield will be established by the Secretary prior to the 1942–43 tobacco season.

(d) *Payment in connection with tobacco acreage allotment.* Payment will be made on the basis of the normal yield (farm weight) of the farm for each acre in the tobacco acreage allotment. (Minimum performance under practice No. 1 of the soil-building practices for Puerto Rico is a prerequisite to any payment under the tobacco provisions of the 1942 ACP for Puerto Rico.) The rate of payment will be established by the Secretary prior to the beginning of the 1942–43 tobacco season.

(e) *Deduction for excess tobacco acreage.* The payment computed for any farm under sections 702.301 and 702.303 shall be subject to a deduction based on

the normal yield (farm weight) of the farm for each acre planted to tobacco in excess of the tobacco acreage allotment established for the farm. The rate of deduction will be established by the Secretary prior to the beginning of the 1942–43 tobacco season.

§ 702.304 *Division of payments and deductions*—(a) *Payments in connection with soil-building practices.* The amount of payment earned in connection with soil-building practices carried out on the farm shall be made to the landlord, tenant, or sharecropper who carried out the soil-building practices thereon. If more than one such person contributes to the carrying-out of soil-building practices on the farm in 1942, the payment shall be divided in proportion to the contribution made by each person contributing to the practices carried out on the farm in 1942. All persons contributing to any practice carried out on a particular acreage shall be deemed to have contributed equally to the carrying out of that practice unless they establish to the satisfaction of the State office that their respective contributions thereto were not in equal proportion, in which event the participation shall be determined by the proportion which the State office finds each person contributed thereto. Contribution of land shall not be considered as contributing to the carrying out of a practice.

(b) *Payments and deductions in connection with rice and tobacco acreage allotments.* The net payment or net deduction computed for any farm with respect to the rice or tobacco acreage allotment shall be divided among the landlords, tenants, and sharecroppers in the same proportion (as indicated by their acreage shares expressed in terms of either acreages or percentages) that these persons are entitled at the time of harvest to share in the proceeds (other than a fixed commodity payment) of the rice crop grown on the farm in 1942 or the tobacco crop grown on the farm in 1942–43 tobacco season: *Provided,* That, if rice is not grown on the farm in 1942 or tobacco is not grown on the farm in the 1942–43 tobacco season, the net payment or net deduction shall be divided among the landlords, tenants, and sharecroppers in the proportion that the State office determines that these persons would have shared in the proceeds of the rice or tobacco crop if the entire acreage in the rice or tobacco acreage allotment had been planted and harvested, for rice, in 1942, or, for tobacco, in the 1942–43 tobacco season: *Provided further,* That, if because of crop failure the harvested acreage of tobacco is less than the planted acreage of the crop and the State office finds, in accordance with instructions issued by the Agricultural Adjustment Agency, that use of the harvested acreage as a basis for the division of the net payment or net deduction would result in a materially different division from that which would result from the use of the planted acreage, the net payment or net deduction shall be divided among the landlords, tenants, and sharecroppers in the proportion that the State office determines that these persons would have shared in the proceeds of the tobacco crop if the entire acreage planted to the crop in the 1942–43 tobacco season had been harvested.

(c) *Proration of net deductions.* If the sum of the net payments computed for all persons on a farm exceeds the sum of the net deductions computed for all persons on the farm, the sum of the net deductions computed for all persons on the farm shall be prorated among the persons on the farm for whom a net payment is computed, on the basis of the computed net payments. If the sum of the net deductions computed for all persons on a farm equals or exceeds the sum of the net payments computed for all persons on the farm, no payment will be made with respect to this farm and the amount of the net deductions in excess of the net payments shall be prorated among the persons on the farm for whom a net deduction is computed, on the basis of the computed net deductions.

§ 702.305 *Increase in small payments.* The total payment computed under §§ 702.301 to 703.303, inclusive, for any person with respect to any farm shall be increased as follows:

(1) Any payment amounting to 71 cents or less shall be increased to $1.00;

(2) Any payment amounting to more than 71 cents but less than $1.00 shall be increased by forty percent;

(3) Any payment amounting to $1.00 or more shall be increased in accordance with the following schedule:

Amount of payment computed:	*Increase in payment*
$1.00 to $1.99	$0.40
$2.00 to $2.99	.80
$3.00 to $3.99	1.20
$4.00 to $4.99	1.60
$5.00 to $5.99	2.00
$6.00 to $6.99	2.40
$7.00 to $7.99	2.80
$8.00 to $8.99	3.20
$9.00 to $9.99	3.60
$10.00 to $10.99	4.00
$11.00 to $11.99	4.40
$12.00 to $12.99	4.80
$13.00 to $13.99	5.20
$14.00 to $14.99	5.60
$15.00 to $15.99	6.00
$16.00 to $16.99	6.40
$17.00 to $17.99	6.80
$18.00 to $18.99	7.20
$19.00 to $19.99	7.60
$20.00 to $20.99	8.00
$21.00 to $21.99	8.20
$22.00 to $22.99	8.40
$23.00 to $23.99	8.60
$24.00 to $24.99	8.80
$25.00 to $25.99	9.00
$26.00 to $26.99	9.20
$27.00 to $27.99	9.40
$28.00 to $28.99	9.60
$29.00 to $29.99	9.80
$30.00 to $30.99	10.00
$31.00 to $31.99	10.20
$32.00 to $32.99	10.40
$33.00 to $33.99	10.60
$34.00 to $34.99	10.80
$35.00 to $35.99	11.00
$36.00 to $36.99	11.20
$37.00 to $37.99	11.40
$38.00 to $38.99	11.60
$39.00 to $39.99	11.80
$40.00 to $40.99	12.00
$41.00 to $41.99	12.10
$42.00 to $42.99	12.20
$43.00 to $43.99	12.30
$44.00 to $44.99	12.40
$45.00 to $45.99	12.50
$46.00 to $46.99	$12.60
$47.00 to $47.99	12.70
$48.00 to $48.99	12.80
$49.00 to $49.99	12.90
$50.00 to $50.99	13.00
$51.00 to $51.99	13.10
$52.00 to $52.99	13.20
$53.00 to $53.99	13.30
$54.00 to $54.99	13.40
$55.00 to $55.99	13.50
$56.00 to $56.99	13.60
$57.00 to $57.99	13.70
$58.00 to $58.99	13.80
$59.00 to $59.99	13.90
$60.00 to $185.99	14.00
$186.00 to $199.99	(1)
$200.00 and over	(2)

[1] Increase to $200.00.

[2] No increase.

§ 702.306 *Payments limited to $10,000.* The total of all payments made in connection with programs for 1942 under section 8 of the Soil Conservation and Domestic Allotment Act to any individual, partnership, or estate with respect to farms, ranching units, and turpentine places located within a single State, Territory, or possession, shall not exceed the sum of $10,000. The total of all payments made in connection with such programs to any person other than an individual, partnership, or estate with respect to farms, ranching units, and turpentine places in the United States (including Alaska, Hawaii, and Puerto Rico) shall not exceed the sum of $10,000.

All or any part of any payment which has been or otherwise would be made to any person under the 1942 program may be withheld or required to be returned if he has adopted or participated in adopting any scheme or device, including the dissolution, reorganization, revival, or formation of any corporation, partnership, estate, trust, or any other means, which was designed to evade, or would have the effect of evading, the provisions of this section.

§ 702.307 *Deductions incurred on other farms.* If the deductions computed under §§ 702.302 and 702.303 with respect to any farm exceed the payment computed under §§ 702.301, 702.302, and 702.303 for full performance on the farm, a landlord's or tenant's share of the amount by which the deduction exceeds the payment shall be deducted from the payments which would otherwise be made to him with respect to any other farms in Hawaii or Puerto Rico (considering only farms located in the same one of these areas) if the State office concerned finds that the crops grown and practices adopted on the farm or farms with respect to which the deductions are computed substantially offset the contribution to the program made on the other farms.

§ 702.308 *General provisions relating to payments*—(a) *Payment restricted to effectuation of purposes of the program.* All or any part of any payment which is made or otherwise would be made to any person under the 1942 program may be withheld or required to be returned (1) if he adopts or had adopted any practice which tends to defeat any of the purposes

of the 1942 or previous agricultural conservation programs, (2) if, by means of any corporation, partnership, estate, trust, or any other device, or in any manner whatsoever, he has offset, or has participated in offsetting, in whole or in part, the performance for which the payment is otherwise authorized, or (3) if, with respect to grazing land, forest land, or woodland owned or controlled by him, he adopts or has adopted any practice which the regional director finds is contrary to sound conservation practices.

Payments other than payments in connection with soil-building practices will be made only with respect to farms which are being operated in 1942.

(b) *Payment computed and made without regard to claims.* Any payment or share of payment shall be computed and made without regard to questions of title under Territorial law, or the laws of Puerto Rico, without deduction of claims for advances (except as provided in paragraph (d) of this section and for indebtedness to the United States subject to setoff under orders issued by the Secretary) and without regard to any claim or lien against any crop, or proceeds thereof, in favor of the owner or any other creditor.

(c) *Changes in leasing and cropping agreements, reduction in number of tenants, and other devices.* If on any farm in 1942 any change of the arrangements which existed on the farm in 1941 is made between the landlord or operator and the tenants or sharecroppers and this change would cause a greater proportion of the payments to be made to the landlord or operator under the 1942 program than would have been made to him for performance on the farm under the 1941 program, payments to the landlord or operator under the 1942 program with respect to the farm shall not be greater than the amount that would have been paid to him if the arrangements which existed on the farm in 1941 had been continued in 1942, unless the State office certifies that the change is justified and approves it.

If on any farm the number of sharecroppers or share tenants in 1942 is less than the average number on the farm during the years 1939 to 1941, inclusive, and the reduction would increase the payments that would otherwise be made to the landlord or operator, payments to the landlord or operator shall not be greater than the amount that would otherwise be made, unless the State office certifies that the reduction is justified and approves it.

If the State office finds that any person who files an application for payment pursuant to the provisions of the 1942 program has employed any other scheme or device (including coercion, fraud, or misrepresentation), the effect of which would be or has been to deprive any other person of any payment under any agricultural conservation program to which the latter would normally be entitled, the Secretary may withhold, in whole or in part, from the person participating in or employing such a scheme or device, or require him to refund, in whole or in part, the amount of any payment which has been or would otherwise be made to him in connection with the 1942 program.

(d) *Assignments.* Any person who may be entitled to any payment in connection with the 1942 program may assign his interest in the payment, in whole or in part, as security for cash loaned or advances made for the purpose of financing the making of a crop in 1942. No assignment of this kind will be recognized unless it is made in writing on Form ACP–69 in accordance with the instructions (ACP–70–Insular) issued by the Agricultural Adjustment Agency and unless such assignment is entitled to priority as determined under the instructions governing the recording of such assignments issued by the Agricultural Adjustment Agency.

Nothing contained in this paragraph (d) shall be construed to give an assignee a right to any payment other than that to which the farmer is entitled nor shall the Secretary or any disbursing agent be subject to any suit or liability if payment is made to the farmer without regard to the existence of an assignment.

(e) *Deductions in case of erroneous notice of acreage allotment.* Notwithstanding the deduction provisions of §§ 702.303 and 702.304, in any case where, through error in a State office, the producer was officially notified of an allotment for a commodity larger than the finally approved allotment for that commodity and the State office involved finds that the producer, acting upon information contained in the erroneous notice, planted an acreage to the commodity in excess of the finally approved allotment, the producer will not be considered to have exceeded the allotment for such commodity unless he planted an acreage to the commodity in excess of the acreage stated in the notice erroneously issued, and the deduction for excess acreage will be made only with respect to the acreage in excess of that stated in the notice erroneously issued.

§ 702.309 *Application for payment*—(a) *Persons eligible to file applications.* An application for payment with respect to a farm may be made by any person for whom, under the provisions of § 702.304, a share in the payment with respect to the farm may be computed and (1) who at the time of harvest is entitled to the whole of or a share in any of the crops grown, or its proceeds, or livestock produced on the farm under a lease or operating agreement or as owner-operator, or (2) who is owner or operator of the farm and participates thereon in 1942 in carrying out approved soil-building practices.

(b) *Time and manner of filing application and information required.* Payment will be made only upon application submitted through the respective State offices on or before March 31, 1943, except that the timely filing of an application by one person on a farm shall constitute a timely filing on behalf of all persons on that farm. Payment may be withheld from any person who fails to file any form or furnish any information required with respect to any farm which he is operating or renting to another person for a share of the crops grown thereon or for cash or standing rent. Any application for payment may be rejected if any form or information required is not submitted to the State office within the time fixed by the regional director. At least two weeks' notice to the public shall be given of the expiration of a time limit for filing prescribed forms or required information, any time limit fixed to be such as affords a full and fair opportunity to those eligible to file the form or information within the period prescribed. Notice shall be given by mailing it to the office of each county agricultural extension agent and making copies of it available to the press.

(c) *Application for other farms.* If a person has the right to receive all or a portion of the crops, or proceeds therefrom, produced on more than one farm in Alaska, Hawaii, or Puerto Rico (considering only farms located in one of these areas) and makes application for payment with respect to one of these farms, he must make application for payment with respect to all these farms which he operates or rents to other persons and on which rice is planted in 1942 or tobacco is planted in the 1942–43 tobacco season and a deduction is computed.

(d) All calculations involving land area in Puerto Rico will be made on the basis that one cuerda equals 0.97 acre.

§ 702.310 *Appeals.* Any person may, within fifteen days after notice thereof is forwarded to or made available to him, request the State office in writing to reconsider its recommendation or determination with respect to any of the following matters affecting any farm in which he has an interest: (a) eligibility to file an application for payment; (b) acreage allotment or normal yield of rice or tobacco; measurement; or soil-building allowance; (c) the division of payment; or (d) any other matter affecting the right to or the amount of his payment with respect to the farm. The State office shall notify him of its decision in writing within fifteen days after receipt of a written request for reconsideration. If he is dissatisfied with the decision of the State office, he may within fifteen days after the decision is forwarded to or made available to him, request the regional director to review the decision of the State office.

§ 702.311 *Definitions.* For the purposes of the 1942 program, unless the context otherwise requires:

"Secretary" means the Secretary of Agriculture of the United States.

"Regional Director" means the director of the division of the Agricultural Adjustment Agency in charge of the Agricultural conservation programs in the Insular Region.

"Insular Region" means the area included in the Territory of Alaska, the Territory of Hawaii, and Puerto Rico.

"State office" means the office of the Agricultural Adjustment Agency in Fairbanks, Territory of Alaska, Honolulu, Territory of Hawaii, and San Juan,

Puerto Rico, depending upon the area concerned.

"Person" means an individual, partnership, association, corporation, trust, or estate, and, wherever applicable, a State, Territory, or possession, or a political subdivision or agency thereof.

"Landlord or owner" means a person who owns land and either rents it to another person or operates it himself.

"Operator" means a person who controls land through lease or other arrangement and operates it on and for his own account.

"Sharecropper" means a person who works a farm in whole or in part under the general supervision of the operator and is entitled to receive for his labor a share of a crop produced thereon or the proceeds thereof.

"Tenant" means a person other than a sharecropper who rents land from another person (for cash, a fixed commodity payment or a share of the proceeds of the crops) and is entitled under a written or oral lease or agreement to receive all or a share of the proceeds of the crops produced thereon.

"Farm" means all tracts of cropland, pasture land, and other farm land in Alaska, Hawaii or Puerto Rico (considering tracts located in only one of these areas) operated by one or more persons in 1942 as a single farming unit, with cropping practices, work stock, farm machinery, management, and labor substantially separate from that for any other such unit, and including any other land which serves as a watershed for the supply of water for the farm and on which any applicable soil-building practice is performed.

"Cropland" means farm land which is tilled annually or in a regular rotation or is devoted to bearing or non-bearing orchards other than abandoned orchards.

"Orchards" means the acreage in planted fruit trees, nut trees, coffee trees, banana plants, or vineyards.

"Pasture land" means farm land on which the predominant growth is forage suitable for grazing and on which the number and spacing of any trees or shrubs is such that the land could not fairly be considered as woodland.

"Range land" means any land which produces or can produce forage suitable for grazing by range livestock without cultivation or general irrigation.

"Tobacco season" means the period beginning on September 1 of one calendar year and ending on March 31 of the succeeding calendar year.

"Protective nondepleting cover crops" means any of the following: all grasses, field peas, cow peas, pigeon peas, soy beans, velvet beans, sword beans, crotalari, alfalfa, vetch, clover, lespedeza, lupines, koa haole (Lucaena glauca).

§ 702.312 *Authority, availability of funds and applicability*—(a) *Authority.* This program is approved pursuant to the authority vested in the Secretary of Agriculture under sections 7 to 17, inclusive, of the Soil Conservation and Domestic Allotment Act (49 Stat. 1148, 16 U.S.C. 1940 ed. 590g to 590q), as amended. In connection with the effectuation of the purposes of section 7 (a) of said Act for 1942, the payments provided for herein will be made for participation in the 1942 program.

(b) *Availability of funds.* The provisions of the 1942 program are necessarily subject to all legislation affecting the program as the Congress of the United States may hereafter enact; the making of the payments herein provided are contingent upon whatever appropriation the Congress may hereafter provide for the purpose; and the amounts of payments will necessarily be within the limits finally determined by the appropriation, its apportionment under the provisions of the Soil Conservation and Domestic Allotment Act, as amended, and the extent of national participation. As an adjustment for participation, the rates of payment and deduction with respect to any commodity or item of payment may be increased or decreased from the rates set forth herein by as much as 10 percent.

(c) *Applicability.* The provisions of the 1942 program contained herein, except where the context otherwise indicates, are applicable only to the Territories of Alaska and Hawaii and to Puerto Rico. They do not apply to any department or bureau of the United States Government or any corporation wholly owned by the United States, or to lands owned by the United States which were acquired or reserved for conservation purposes or which are to be retained permanently under Government ownership.

The program is applicable to land owned by corporations which are only partly owned by the United States, such as Federal Land Banks and Production Credit Associations.

The program is also applicable to land owned by the United States or by corporations wholly owned by the United States which is farmed by private persons if such land is to be temporarily under such Government or corporation ownership an dwas not acquired or reserved for conservation purposes. Such land shall include only that administered by the Farm Security Administration, the Reconstruction Finance Corporation, the Home Owners' Loan Corporation, or the Federal Farm Mortgage Corporation, unless the Agricultural Adjustment Agency finds that land administered by other agencies complies with all of the foregoing provisions for eligibility.

Done at Washington, D. C., this 17th day of June 1942. Witness my hand and the seal of the Department of Agriculture.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 42-5696; Filed, June 17, 1942; 4:37 p. m.]

TITLE 10—ARMY: WAR DEPARTMENT

Chapter VII—Personnel

PART 73—APPOINTMENT OF COMMISSSIONED OFFICERS, WARRANT OFFICERS, AND CHAPLAINS

OFFICERS APPOINTED IN THE ARMY OF THE UNITED STATES UNDER THE PROVISIONS OF THE ACT OF SEPTEMBER 22, 1941

§ 73.207 *Qualifications for initial appointment.*

* * * * *

(e) Paragraph (e)[1] is rescinded. See § 73.220.[2] (Act of Sept. 22, 1941, 55 Stat. 728; 10 U.S.C. Sup. 484) [Letter A.G.O. dated May 8, 1942, AG 210.1 MA-AUS (4-25-42) RB-SPGA]

§ 73.219 *Commissions for dental and veterinary students.*[3] Rescinded. See § 73.221.[4] (Act of Sept. 22, 1941, 55 Stat. 728; 10 U.S.C. Sup. 484) [Letter A.G.O. dated May 18, 1942, AG 210.1 MA-AUS (5-18-42) RB]

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-5693; Filed, June 17, 1942; 3:13 p. m.]

TITLE 15—COMMERCE

Chapter I—Bureau of the Census

[Order No. 237]

PART 30—FOREIGN TRADE STATISTICS

IN-TRANSIT SHIPPER'S EXPORT DECLARATIONS

Correction

In § 30.29 (a) appearing on page 4510 of the issue for Wednesday, June 17, 1942, the last sentence should read as follows:

In lieu thereof, "Shipper's Export Declaration for In-Transit Goods", on Commerce Form 7513, will be used as provided in 19 CFR 16.31 (a) and (b) (Article 906 (a) and (b), Customs Regulations 1937.)

TITLE 24—HOME OWNERS' LOAN CORPORATION

Chapter IV—Housing Credit

[Bulletin 71]

PART 402—LOAN SERVICE DIVISION
PART 405—RECONDITIONING SECTION

APPOINTMENT OF DEPUTIES

Section 402.01 (a) is amended by the addition of the following sentence at the end thereof:

Appointment of deputies. * * * The foregoing limitations with respect to the persons who may be appointed

[1] 7 F.R. 1016.
[2] 7 F.R. 3803.
[3] 7 F.R. 3070.
[4] 7 F.R. 3922.

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deputies shall not apply to the appointment of deputies to approve on behalf of Regional Managers vouchers for reimbursement of travel expense and transportation rental.

The first paragraph of § 405.01 is amended by the addition of the following sentence at the end thereof:

Appointment of deputies. * * * The foregoing limitations with respect to the persons who may be appointed deputies shall not apply to the appointment of deputies to approve on behalf of Regional Managers vouchers for reimbursement of travel expense and transportation rental.

(Secs. 4 (a), 4 (k), 48 Stat. 129, 132, as amended by sec. 13, 48 Stat. 647; 12 U.S.C. 1463 (a), (k); E.O. 9070, 7 F.R. 1529)

Effective June 1, 1942.

[SEAL] J. FRANCIS MOORE, *Secretary.*

[F. R. Doc. 42-5690; Filed, June 17, 1942; 12:13 p. m.]

TITLE 30—MINERAL RESOURCES

Chapter III—Bituminous Coal Division

[Docket No. A-1256]

PART 338—MINIMUM PRICE SCHEDULE, DISTRICT NO. 18

Findings of fact, conclusions of law, memorandum opinion and order in the matter of the petition of the Bituminous Coal Producers Board for District No. 18 for the establishment and the revision of price classifications and minimum prices for the coals of certain mines and for the revision of certain subdistrict classifications in District No. 18—

This proceeding was instituted upon an original petition filed with the Bituminous Coal Division on January 5, 1942, by the Bituminous Coal Producers Board for District No. 18 (hereinafter referred to as "District Board No. 18"), pursuant to section 4 II (d) of the Bituminous Coal Act of 1937. In its petition, District Board No. 18 requests the establishment of price classifications and minimum prices, and the revision of price classifications and minimum prices presently effective, for the coals of certain mines in District No. 18. Petitioner also seeks the revision of certain subdistrict boundaries.

An Order of the Acting Director was entered February 23, 1942, 7 F.R. 1511, granting temporary relief.

After due notice to interested persons, a hearing in this matter was held before Scott A. Dahlquist, a duly designated Examiner of the Division at a hearing room thereof in Denver, Colorado, on April 11, 1942, and, after a continuance, on April 13, 1942. All interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses and otherwise be heard. Appearances were entered by petitioner and by the Bituminous Coal Producers Board for District No. 17. The preparation and filing of an Examiner's Report were waived, and the record in this proceeding was thereupon submitted to the undersigned.

District Board No. 18 requests that price classifications and minimum prices for truck shipment be established for the Mt. Taylor Mine, Mine Index No. 163, operated by T. J. Coghill and located in Valencia County, New Mexico, and for the Omero Mine, Mine Index No. 145, operated by Antonio Simoni and located in Subdistrict 2. The District Board asks that the prices to be established for the Mt. Taylor Mine be identical with those now effective for truck mines in Subdistrict 1, and that those to be established for the Omero Mine be identical with the prices now effective for truck mines in Subdistrict 2. Evidence adduced at the hearing indicates that Mt. Taylor coals are comparable, in quality and marketability, with coals produced at other truck mines in Subdistrict 1. Like analogousness exists between the coals produced at Subdistrict 2 truck mines and those at the Omero Mine. I find, therefore, that the applicable price-fixing provisions of the Act will be satisfied by making permanent all price classifications and minimum prices temporarily established by the Order entered February 23, 1942, except those established for the Mt. Taylor Mine in Size Groups 7, 9 and 13 and those established for the Omero Mine in Size Group 15. The mines with which the Mt. Taylor and the Omero Mines are to be put on a parity do not possess prices for truck shipment in such size groups; therefore in these size groups no prices should be accorded the Mt. Taylor and Omero Mines.[1]

District Board No. 18 asks further that Subdistrict 1 be revised so as to embrace Valencia County within its confines. According to Witness A. R. Litts, Secretary-Treasurer of District Board No. 18, in District No. 18 mines producing coals of similar market value have been classified in the same subdistricts, and all mines in the same subdistrict are given the same prices. Litts testified that the coals produced in Valencia County are comparable to those produced in Subdistrict 1. The proposed revision of Subdistrict 1 boundaries will serve to clarify the District No. 18 price schedule and should be carried out.

For like purposes of clarification, District Board No. 18 also requests that the boundaries of the San Juan Subdistrict (Subdistrict 8) be revised by excluding therefrom that part of San Juan County, New Mexico, which lies north of the San Juan River and west of the Hogback. The request should be granted. The record shows that coals produced west of the Hogback in San Juan County are superior in quality and marketability to those produced east of the Hogback. The subdistrict thus carved out of Subdistrict 8 will be designated, in accordance with petitioner's suggestion, the Hogback Subdistrict—Subdistrict 10.

Coal now produced in this new subdistrict moves from eleven truck mines operated by Navajo Indians who have recently become code members. Petitioner seeks the establishment of price classifications and minimum prices for coals produced at the mines operated by these eleven new acceptants and for coals produced at truck mines by four other recent Indian acceptants operating east of the Hogback in San Juan County. Coals produced by the latter group of four Indians are analogous to coals produced at other truck mines in Subdistrict 8; and District Board No. 18 proposes that the mines operated by this group of acceptants be given price classifications and minimum prices which will be identical with those obtaining in Subdistrict 8. The coals produced by the eleven acceptants operating west of the Hogback are of harder structure and possess a higher b. t. u. content. The Board recommends that coals produced west of the Hogback, in what is to be known as Subdistrict 10, be priced 25 cents above coals produced east of the Hogback in each size group for which prices are established. At a meeting called by District Board No. 18 and attended by representatives both of producers in Subdistrict 8 and of all the Indian acceptants, this 25 cents differential was approved as making for proper correlation between coals produced east and west of the Hogback.[2]

Witness Litts testified that the price level for coals produced east of the Hogback in San Juan County is an unduly depressed one because of the competition that has been in the past encountered from the unregulated coals produced by the Indian acceptants. The District Board asks, therefore, that the effective minimum price f. o. b. truck the mine for coals produced in Subdistrict 8 be raised in Size Group 2 from $2.50 to $3.00 and in Size Group 11 from 50 cents to 75 cents. The record indicates that applicable price-fixing provisions of the Act will be satisfied by such upward revision of minimum prices in such size groups for Subdistrict 8 coals.

The Acting Director's Order entered on February 23, 1942, established temporary prices for the fifteen Indian acceptants. The prices so established were based upon and correlated with the level of the presently-effective minimum prices for Subdistrict 8. The prices finally to be established in Size Groups 2 and 11 for coals produced in Subdistrict 8—both at those mines previously classified and at the mines operated by the four new acceptants—should be those higher prices recommended by the District Board. Hence, in order that the 25 cent differential may be maintained, the final prices in Size Groups 2 and 11 for the subdistrict to be known as Subdistrict 10 should be those recommended by the Board.

[1] At the hearing the Examiner granted motions by the District Board to amend its petition so as to eliminate requests for minimum prices in such size groups for these mines.

[2] Clayton Davidson and Dan King, both in the employ of the Department of the Interior, represented the Indian acceptants at this meeting.

In its petition, District Board No. 18 asks that prices be given coals in Size Groups 1 and 8 produced in Subdistrict 8. Although such size groups are not at present being prepared in Subdistrict 8, code member producers east of the Hogback in San Juan County wish to be able to compete with the producers west of the Hogback now marketing coals in such size groups: The relief granted by the Order entered February 23, 1942, established temporary prices in Size Groups 1 and 8 for coals produced both east and west of the Hogback by the Indian acceptants, but the prices were based upon the presently-established, depressed minimum price level for Subdistrict 8 coals. The record shows that the eleven acceptants west of the Hogback have been selling coal in such size groups above the higher minimum prices recommended by the District Board. The recommended prices should be those finally established in Size Groups 1 and 8 for Subdistrict No. 10; and, accordingly, the higher prices recommended for Subdistrict 8 coals in such size groups should be finally established in order that the differential may be maintained between the coals involved.

Finally, in its petition, District Board No. 18 asks that the effective minimum price for the coals in Size Group 9 produced at the Kinney No. 1 Mine, Mine Index No. 12, located in Subdistrict 6, be revised from $2.15 to $2.50 for truck and rail shipment and that a rail and truck price of $2.50 be established for the coals in Size Group 11 produced at such mine. At the hearing the fact was elicited that coal is now being produced at another mine in Subdistrict 6, operated by one J. G. Sanchez. Petitioner moved that its petition be amended so that the request for relief to the Kinney No. 1 Mine might extend to all mines in Subdistrict 6. Neither the motion to amend nor the relief originally asked for may be granted since notice of this proceeding was not served on Sanchez.

No objection has been presented to granting any item of relief asked for. To the extent indicated above, I find that the relief asked for will satisfy the requirements of subsections (a) and (b) of section 4 II of the Act.

It is therefore ordered, That § 338.3 (*Identification and description of subdistricts*). § 338.2 (*Code member price index*), and § 338.21 (*General prices in cents per net ton for shipment into all market areas*) in the Schedule of Effective Minimum Prices for District No. 18 be, and they hereby are amended as follows:

1. By the establishment of price classifications for the coals produced at the Mt. Taylor Mine, Mine Index No. 163, for truck shipments, as set forth in Supplements R–II and T annexed hereto and made a part hereof, and by assigning the corresponding minimum prices to such coals;

2. By the establishment of price classifications for the coals produced at the Omero Mine, Mine Index No. 145, for truck shipments, as set forth in Supplements R–II and T annexed hereto and made a part hereof, and by assigning the corresponding minimum prices to such coals;

3. By revising the boundaries of Subdistrict 1 through extension of its boundaries to include Valencia County;

4. By revising the boundaries of Subdistrict 8 through the exclusion of that part of San Juan County, New Mexico, lying north of the San Juan River and west of the Hogback, and by designating such excluded territory Subdistrict 10 or the Hogback Subdistrict;

5. By the revision of the price classifications and minimum prices now effective for Subdistrict 8 as set forth in Supplements R–II and T annexed to and made a part hereof, and by assigning the corresponding minimum prices to such coals;

6. By the establishment of price classifications for coals in Size Groups 1 and 8 produced in Subdistrict 8 as set forth in Supplements R–II and T annexed hereto and made a part hereof, and by assigning the corresponding minimum prices to such coals.

7. By the establishment of price classifications for coals produced by the fifteen Indian acceptants in Subdistricts 8 and 10 as set forth in Supplements R–II and T annexed hereto and made a part hereof, and by assigning the corresponding minimum prices to such coals.

It is further ordered, That relief should be granted to the extent set forth above, and in all other respects be, and it hereby is, denied.

Dated: June 12, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 338, Minimum Price Schedule for District No. 18 and supplements thereto.

It is ordered that the Schedule of Effective Minimum Prices for District No. 18 for all shipments except truck be, and the same hereby is, amended as follows:

§ 338.3 *Identification and description of subdistricts—Supplement R–I.* Delete description for Sub-Districts No. 1 and No. 8 and insert the following:

Subdistricts and Descriptions

No. 1—Gallup; McKinley County and Valencia County, New Mexico and Navajo County, Arizona.

No. 8—San Juan; that part of San Juan County, New Mexico south of the San Juan River and also that part of said county north of the San Juan River and east of the Hogback.

No. 10—Hogback; that part of San Juan County, New Mexico north of the San Juan River and west of the Hogback.

§ 338.2 *Code member price index—* Supplement R–II. The following shall be listed in proper alphabetical order:

Producer	Mine	Mine index No.	County	Subdistrict price groups	Prices	
					Rail	Truck
Begay, Ben	No. 10	154	San Juan	No. 10		§ 338. 21
Begay, Clah Chee	No. 6	155	San Juan	No. 8		§ 338. 21
Begay, Fred	No. 11	149	San Juan	No. 10		§ 338. 21
Begay, Juan	No. 5	151	San Juan	No. 8		§ 338. 21
Benally, Cuyler	No. 1	156	San Juan	No. 10		§ 338. 21
Benally, Daniel	No. 8	147	San Juan	No. 10		§ 338. 21
Coghill, T. J	Mt. Taylor	163	Valencia	No. 1		§ 338. 21
Dan, Mark	No. 9	148	San Juan	No. 10		§ 338. 21
Dan, Thomas	No. 3	146	San Juan	No. 8		§ 338. 21
Duncan, Shorty	No. 5	160	San Juan	No. 10		§ 338. 21
Foster, Tom	No. 7	152	San Juan	No. 10		§ 338. 21
Hobson, Richard	No. 3	157	San Juan	No. 10		§ 338. 21
Lee, Tom	No. 2	150	San Juan	No. 10		§ 338. 21
Lewis, H. B	No. 4	153	San Juan	No. 10		§ 338. 21
Simoni, Antonio	Omero	145	Santa Fe	No. 2		§ 338. 21
Smart, Jim	No. 6	159	San Juan	No. 10		§ 338. 21
Watson, Warner	No. 4	158	San Juan	No. 8		§ 338. 21

§ 338.21 *General prices in cents per net ton for shipment into all market areas*—Supplement T. Delete the prices in all size groups for all mines in Sub-District No. 8 for truck shipment and insert in lieu thereof, the following size groups and prices.

	Size groups						
	1	2	8	9	10	11	15
Subdistrict No. 8	350	300	175	150	100	75	200

Insert Subdistrict No. 10 in proper numerical order.

Insert the following Code Member name, mine name, county and minimum prices under Subdistrict Nos. 1, 2, 8 and 10.

Name	Mine	County	Size groups							
			1	2	4	6	8	11	12	15
SUBDISTRICT NO. 1										
Coghill, T. J	Mt. Taylor	Valencia	450	425	400	350	300	190	170	325

Name	Mine	County	Size groups										
			1	3	4	5	6	7	8	9	11	12	13	14
SUBDISTRICT NO. 2														
Simoni, Antonio	Omero	Santa Fe	385	375	370	350	350	325	300	215	190	170	130	325

Name	Mine	County	Size groups						
			1	2	8	9	10	11	15
SUBDISTRICT NO. 8									
Begay, Clah Chee	No. 6	San Juan	350	300	175	150	100	75	200
Begay, Juan	No. 5	San Juan	350	300	175	150	100	75	200
Dan, Thomas	No. 3	San Juan	350	300	175	150	100	75	200
Watson, Warner	No. 4	San Juan	350	300	175	150	100	75	200

Name	Mine	County	Size groups						
			1	2	8	9	10	11	15
SUBDISTRICT NO. 10									
Begay, Ben	No. 10	San Juan	375	325	200	175	125	100	225
Begay, Fred	No. 11	San Juan	375	325	200	175	125	100	225
Benally, Cuyler	No. 1	San Juan	375	325	200	175	125	100	225
Benally, Daniel	No. 8	San Juan	375	325	200	175	125	100	225
Dan, Mark	No. 9	San Juan	375	325	200	175	125	100	225
Duncan, Shorty	No. 5	San Juan	375	325	200	175	125	100	225
Foster, Tom	No. 7	San Juan	375	325	200	175	125	100	225
Hohson, Richard	No. 3	San Juan	375	325	200	175	125	100	225
Lee, Tom	No. 2	San Juan	375	325	200	175	125	100	225
Lewis, H. B	No. 4	San Juan	375	325	200	175	125	100	225
Smart, Jim	No. 6	San Juan	375	325	200	175	125	100	225

[F. R. Doc. 42-5682; Filed, June 17, 1942; 11:04 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Division of Industry Operations

PART 1064—ASBESTOS

[Conservation Order M-79 as Amended June 18, 1942]

Section 1064.1 *Conservation Order M-79*[1] is hereby amended to read as follows:

§ 1064.1 *Conservation Order M-79*—(a) *Restrictions on the use of certain types of asbestos.* (1) Unless otherwise specifically authorized by the Director of Industry Operation, no person shall fabricate, spin, or process in any way asbestos fibre imported from South Africa except where such fabrication, spinning, or processing is necessary to fill defense orders as defined in Priorities Regulation No. 1, as amended from time to time.

(2) In addition to the above limitation, unless otherwise specifically authorized by the Director of Industry Operations, no person shall fabricate, spin, or process in any way:

(i) Rhodesian chrysotile asbestos fibre of Grade C and G-1 or Grade C and G-2, or Rhodesian chrysotile asbestos having a fibre length equivalent to that of Rhodesian Grade C, G-1 and G-2, except where such fabrication, spinning, or processing is necessary to fill defense orders for:

(*a*) Products covered in Navy specification number 17-I-29 (insulation, electrical, asbestos fibre, treated and untreated, dated January 2, 1942, or as same may be amended).

(*b*) Lapps, yarns, tapes, and cloth which are required by Army, Navy, or Maritime Commission specifications or underwriter's or governmental safety regulations in effect on May 1, 1942, to be of a non-ferrous nature;

(ii) Amosite asbestos fibre of Grade B-1, or amosite asbestos having a fibre length equivalent to that of Grade B-1, except where such fabricating, spinning, or processing is necessary to fill defense orders for amosite woven felt blankets and mattresses and fittings for use as insulation on ships.

(iii) Amosite asbestos fibre of Grade B-3 or D-3, or amosite asbestos having a fibre length equivalent to that of Grade B-3 or D-3, except where such fabricating, spinning, or processing is necessary to fill defense orders for:

(*a*) Amosite woven felt blankets and mattresses and fittings for use as insulation on ships.

(*b*) Fireproof insulating board for installation on ships.

(*c*) Molded amosite pipe covering and blocks for use as insulation on ships: *Provided, however,* That the amount of D-3 or B-3 or equivalent length amosite fibre used in such pipe covering or blocks shall not exceed 15 per cent by weight of finished product.

(*d*) Flexible amosite pipe insulations for installation on ships.

(b) *Restrictions on the use of certain types of asbestos pipe coverings.* In addition to the above limitations, no person shall install 85 per cent magnesia pipe covering or other high temperature molded asbestos pipe covering except (1) in installations where temperatures of 212° Fahrenheit or over occur, (2) in installations underground or in ships, or (3) as specifically authorized by the Director of Industry Operations.

(c) *Use of waste asbestos materials.* Waste of scrap materials produced in the fabrication, spinning, or processing of asbestos fibre imported from South Africa, which cannot be reprocessed and used in fabricating, spinning, or processing operations permitted under the foregoing limitations of this order, may be sold or disposed of without further restriction.

(d) *Reports.* (1) Any person who manufactures or processes any type of asbestos fibre shall on or before the 10th day of each calendar month file with the War Production Board, Ref: M-79, all of the information required by Forms PD-251 and PD-252, whichever is applicable.

(2) Any person who manufactures or processes any type of asbestos fibre shall, when requested, also file with the War Production Board, Ref: M-79, all the information required by Form PD-253.

(e) *Prohibitions against sales or deliveries.* No person shall hereafter sell or deliver South African asbestos fibre or products made therefrom, to any person if he knows, or has reason to believe, such material or products are to be used in violation of the terms of this order.

(f) Limitation of inventories. No person shall receive delivery of Rhodesian or amosite asbestos fibre products in the form of semi-processed materials, finished parts or sub-assemblies, nor shall he put into process said fibre as raw material, in quantities which in either case shall result in an inventory of such semi-processed or finished material in excess of a minimum practicable working inventory, taking into consideration the limitations placed upon the production of asbestos fibre products by this order.

(g) *Miscellaneous provisions*—(1) *Applicability of Priorities Regulation No. 1.* This order and all transactions affected thereby are subject to the provisions of Priorities Regulation No. 1 (Part 944) as amended from time to time, except

[1] 7 F.R. 436, 1630.

to the extent that any provision hereof may be inconsistent therewith, in which case the provisions of this order shall govern.

(2) *Appeal.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him or that it would result in a degree of unemployment which would be unreasonably disproportionate compared with the amount of asbestos fibre conserved, or that compliance with this order would disrupt or impair a program of conversion from non-defense work to defense work, may appeal to the War Production Board, Ref: M–79, by letter or other written communication, in duplicate, setting forth the pertinent facts and the reason he considers he is entitled to relief. The Director of Industry Operations may thereupon take such action as he deems appropriate.

(3) *Applicability of order.* The prohibitions and restrictions contained in this order shall apply to the use of material in all articles hereafter manufactured irrespective of whether such articles are manufactured pursuant to a contract made prior or subsequent to the effective date hereof, or pursuant to a contract supported by a preference rating. Insofar as any other order of the Director of Industry Operations may have the effect of limiting or curtailing to a greater extent than herein provided, the use of asbestos fibre in the production of any article, the limitations of such other order shall be observed.

(4) *Correspondence and communications.* All reports required to be filed hereunder, and all communications concerning this Order, shall, unless otherwise directed, be addressed to: War Production Board, Washington, D. C., Ref: M–79.

(5) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of June, 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42–5712; Filed, June 18, 1942; 10:18 a. m.]

PART 1071—INDUSTRIAL AND COMMERCIAL REFRIGERATION AND AIR CONDITIONING MACHINERY AND EQUIPMENT

[Amendment 1 to General Limitation Order L–38]

1. Subparagraph (5) (defining "preferred order") of paragraph (b) (Definitions) of § 1071.1 *General Limitation Order No. L–38*,[1] issued May 15, 1942, is hereby amended to read as follows:

(5) "Preferred order" means any order or contract for refrigerating and air conditioning equipment to be delivered to or for the account of the Army or Navy of the United States (including Army Exchanges, Naval Ship Stores, Officers' Messes and Officers', Non-Commissioned Officers' and Enlisted Men's Clubs) the United States Maritime Commission, the Panama Canal, the Coast and Geodetic Survey, the Coast Guard, the Civil Aeronautics Authority, the National Advisory Commission for Aeronautics, the Office of Scientific Research and Development, or any foreign country pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States (Lend-Lease) or any order or contract for such equipment to or for the account of any person who has received an order or certificate of the Director of Industry Operations assigning a preference rating of A–9 or higher specifically to the delivery of an item or items of such equipment and issued to and designating the person seeking to purchase said item or items or any order or contract for such equipment to which has been assigned a preference rating by operation of Preference Rating Order No. P–126 (Material for Emergency Servicing of Refrigerating and Air Conditioning Machinery and Equipment, issued April 20, 1942) as amended from time to time.

2. Paragraph (b) (Definitions) of said § 1071.1 is hereby amended by adding thereto the following subparagraphs:

(7) "Fabricated part" means any assembly or part which is ready for incorporation into any item of refrigerating and air conditioning equipment without the use of any raw material.

(8) "Emergency repair service" means the emergency repair of refrigerating and air conditioning equipment (excluding any domestic mechanical refrigerator) which is actually installed, the condition of which renders its operation unsafe or ineffective, including the replacement or reconditioning of necessary parts therefor, whether or not a breakdown has actually occurred. It includes the emergency replacement of equipment which has been worn out, damaged, or destroyed, but does not include the installation of any equipment (new or used) to replace usable equipment or the substitution of equipment of inherently greater capacity than that which it is necessary to replace.

3. Paragraph (c) (prohibiting sale of refrigerating and air conditioning equipment) of said § 1071.1 is hereby amended to read as follows:

(1) Except to fill a preferred order, or as provided in paragraph (c) (2) hereof, no producer, dealer or other authorized channel of distribution (including a bottler of carbonated beverages and a manufacturer of ice cream for resale) of refrigerating and air conditioning equipment shall, after the effective date of this order install any unused refrigerating and air conditioning equipment and no producer, dealer, or other authorized channel of distribution shall sell, lease, trade, lend, deliver, ship or transfer any such unused equipment except to other producers, dealers or other authorized channels of distribution for resale; and no person (with the exception of other producers, dealers or other authorized channels of distribution for resale) shall accept any sale, lease, trade, loan, delivery, shipment, transfer or installation of any unused refrigerating and air conditioning equipment.

(2) Notwithstanding the provisions of paragraph (c) (1) hereof, any producer, dealer or other authorized channel of distribution may make, and any person may accept, any sale, lease, trade, loan, delivery, shipment, transfer or installation of any material or parts to be used in emergency repair service.

4. Paragraph (d) (restricting production of refrigerating and air conditioning equipment) of said § 1071.1 is hereby amended by adding thereto the following subparagraph:

(3) Notwithstanding any provision of this order, a producer may, prior to June 30, 1942, assemble any item of refrigerating and air conditioning equipment other than items listed in paragraph (e) (1) hereof, from fabricated parts which, on May 15, 1942, were in his possession or control or in transit to him, provided that no material other than fabricated parts shall be consumed in the assembling operation.

5. Paragraph (e) (prohibiting production of specific items) of said § 1071.1 is hereby amended to read as follows:

(e) *Restricting production and sale of specific items.* (1) No producer shall, prior to August 13, 1942, produce any of the following equipment except to fill an order of, or for the account of, the Army or Navy of the United States or the United States Maritime Commission. Thereafter no producer shall produce any of the following equipment for any purpose:

(i) Self-contained or remote draft beer dispensers, including storage cabinets and/or water chilling devices which are a part of the dispensing system.

(ii) Carbonated beverage dispensers.

(iii) Bottled beverage coolers whether of reach-in, counter or self-contained type.

(iv) Low temperature mechanical refrigerators having a net capacity of eight (8) cubic feet or less designed for the storage of frozen foods or for the quick-freezing of food.

(v) Self-contained room coolers, evaporative coolers and window type air conditioners having a rated capacity of less than 2 horsepower or a refrigerating capacity of less than 2 tons (American Society of Refrigeration Engineers' Specifications).

(vi) Fountainette type soda fountains.

(vii) Florist boxes and florist display cases.

(viii) Ice cream cabinets.

(2) Notwithstanding any provision of this order, no *producer* shall sell, lease, trade, lend, deliver, ship or transfer to

[1] 7 F.R. 3662.

any dealer or other authorized channel of distribution of refrigerating and air conditioning equipment any of the items of refrigerating and air conditioning equipment listed in paragraph (e) (1) hereof except parts for emergency repair service.

(3) Notwithstanding any provision of this order, a *dealer or other authorized channel of distribution* (including a bottler of carbonated beverages and a manufacturer of ice cream for resale) of refrigerating and air conditioning equipment may install or may sell, lease, trade, lend, deliver, ship or transfer to any person, any of the items of refrigerating and air conditioning equipment listed in paragraph (e) (1) hereof (other than draft beer dispensers as defined in paragraph (e) (1) (i) hereof) which were in his possession or control or in transit to him on the date of issuance of this amendment. This subparagraph (3) applies to parts for Emergency Repair Service of all items of Refrigerating and Air Conditioning Equipment listed in paragraph (e) (1) hereof, including parts for draft beer dispensers as defined in paragraph (e) (1) (i) hereof.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of June 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42-5714; Filed, June 18, 1942; 10:18 a. m.]

PART 1150—HONEY

[General Preference Order M-118 as Amended June 18, 1942]

Section 1150.1, *General Preference Order M-118*,[1] is hereby amended to read as follows:

§ 1150.1 *General Preference Order M-118*—(a) *Applicability of Priorities Regulation No. 1.* This order and all transactions affected thereby are subject to the provisions of Priorities Regulation No. 1 (Part 944), as amended from time to time, except to the extent that any provisions hereof may be inconsistent therewith, in which case the provisions of this order shall govern.

(b) *Definitions for the purposes of this order:*

(1) "Honey" means honey in any extracted or comb form.

(2) "Other product" means any manufactured product, including any syrup or compound, in which honey is an ingredient and which is manufactured for sale or for use in any commercial establishment.

(c) *General restrictions and quotas.* (1) No person may accept deliveries of honey, for use in manufacturing other products, which will increase his inventory of honey to an amount in excess of a practicable minimum working inventory in view of the restrictions herein.

(2) No person may deliver honey to any other person for use in manufacturing other products with knowledge or reason to believe that such person is not entitled to accept such delivery pursuant to this order.

(3) *General quotas.* Except as permitted in paragraph (d) or as otherwise authorized heretofore or hereafter by the Director of Industry Operations, no person may use more honey in manufacturing other products than the amounts specified below for the periods specified below:

(i) During the month of June 1942, 200 pounds or 120% of the amount of honey so used by him during June 1941, whichever is greater;

(ii) During the 3-month period commencing July 1, 1942 and during each subsequent 3-month period until otherwise ordered, 600 pounds or 120% of the amount of honey so used by him during the corresponding 3-month period of 1941, whichever is greater.

(d) *Quota exemptions and special quotas*—(1) *Quota exemptions.* Notwithstanding the restrictions of paragraph (c) (3) and without charge to his quota thereunder, any person may use any amount of honey in manufacturing other products to be delivered to or for the Army, the Navy, or any Agency of the United States Government for material, supplies, or equipment to be delivered to, or for the account of, the Government of any country pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act): *Provided*, That the use of honey is required by the purchaser's specifications or that honey is normally used as an ingredient in such other products.

(2) *Special quotas.* Upon receipt of application, the Director of Industry Operations may, subject to such terms and restrictions as he may deem advisable, assign special quotas of honey in the following cases, such quotas to be in addition to the regular quotas assigned under paragraph (c) (3). Such application may be made to the War Production Board by:

(i) Any person who wishes to use honey in manufacturing any other product not previously manufactured by him, by any subsidiary of his, or by any person affiliated with him: *Provided*, That such honey will not be used primarily in place of sugar in such other product. Such application shall be made on Form PD-546.

(ii) Any person who, before March 26, 1942, acquired honey for use in manufacturing other products and whose inventory of such honey on June 18, 1942 is more than 6 times the amount of his quota for June 1942 under paragraph (c) (3). Such application shall be made by letter before July 15, 1942, and shall explain the case and state the quantity involved, the date of purchase, the type of honey, storage conditions, and the desired use of the honey.

(iii) Any person who, before March 26, 1942, acquired honey for resale and has been unable to make satisfactory disposition of all or any substantial portion thereof. Such application shall be made by letter before July 15, 1942, and shall explain the case and state the quantity involved, the date of purchase, the type of honey and the prospective purchasers, if any. The Director of Industry Operations may thereupon authorize the applicant to deliver a portion or all of such honey to any persons not affiliated with him. Such persons may thereupon accept and use such honey, as a special quota thereof, without respect to the restrictions of paragraph (c) (3) and without charge to their quotas thereunder, provided they receive from the seller a signed statement reading substantially as follows:

> This is to certify that the undersigned has received authorization from the Director of Industry Operations, War Production Board, to deliver a quantity of Honey to persons for use, as a special quota, in manufacturing other products without respect to the general quota restriction of Order M-118, as amended June 18, 1942. Delivery is being made to you under that authorization.
>
> ---
> Name of Seller
> By ---

The buyer may rely on such statement unless he knows or has reason to believe it to be false. The seller shall report to the War Production Board all such deliveries during each month. Such report shall be made by letter, within 10 days after the end of each month, and shall state the names of the persons to whom such deliveries were made and the quantities delivered to them.

(e) *Applicability of order.* The provisions of this order shall not apply outside the Continental United States (which, for purposes of this order, means the 48 States of the United States and the District of Columbia).

(f) *Records.* Each person packing honey, selling honey at wholesale, or using more than 60 pounds of honey per month in manufacturing other products shall keep and preserve for a period of not less than 2 years accurate and complete records of his inventories, purchases sales and use of honey.

(g) *Audit and inspection.* All records required to be kept by this order shall, upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(h) *Reports.* (1) Every person (other than those specified in paragraph (d) (1)) who purchases, during any month, 10,000 pounds or more of honey for use in manufacturing other products shall report such purchase, within 10 days after the close of such month, by letter to the War Production Board, specifying the seller, the amount purchased, and the intended use of the honey.

(2) Every person participating in any transaction to which this order applies shall also execute and file such other reports and questionnaires as the War Production Board shall from time to time request.

(i) *Violations.* Any person who wilfully violates any provision of this order,

[1] 7 F.R. 2388, 2895.

or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(j) *Appeal.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship upon him may appeal to the War Production Board, setting forth the pertinent facts and the reasons he considers that he is entitled to relief. The Director of Industry Operations may thereupon take such action as he deems appropriate.

(k) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Food Branch, Washington, D. C. Ref: M–118. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2(a), Pub Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of June 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42–5715; Filed, June 18, 1942; 10:18 a. m.]

PART 1248—SANITARY BELTS AND SUPPORTS

[General Limitation Order L–137]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of rubber for defense, for private account and for export; and the following Order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1248.1 *General Limitation Order L–137*—(a) *Applicability of Priorities Regulation 1.* This order and all transactions affected thereby are subject to the provisions of Priorities Regulation No. 1 (Part 944), as amended from time to time, except to the extent that any provision hereof may be inconsistent therewith, in which case the provisions of this Order shall govern.

(b) *Definitions.* For the purposes of this order:

(1) "Elastic fabric" means any fabric, knitted, woven, or braided, containing rubber core or covered rubber thread.

(2) "Sanitary crotch shield" means a skeleton pantie garment worn to prevent chafing.

(3) "Small, medium and large" means sizes to fit up to and including 32" waist measure.

(4) "Extra large" means sizes to fit waist measure above 32".

(c) *Restrictions on the Use of elastic fabrics in the manufacture of sanitary belts, sanitary crotch shields, athletic supports and suspensories.*

(1) No person shall hereafter use any elastic fabrics in the manufacture of sanitary belts except that elastic fabrics may be used in the waist to the extent of ⅜" in width and 8" in length per garment in sizes small, medium and large and to the extent of ⅞" in width and 10" in length per garment in the extra large size.

(2) No person shall hereafter use any elastic fabrics in the manufacture of sanitary crotch shields except that elastic fabrics may be used in the section from over the hips to the middle of the back, to the extent of ¾" in width and 16" in length per garment, if the elastic fabric has a 125% or more stretch, or ¾" in width and 20" in length per garment, if the elastic fabric has a stretch of less than 125%.

(3) No person shall hereafter use any elastic fabrics in the manufacture of athletic supports and suspensories except for delivery to or for the account of the Army or Navy of the United States, or the United States Maritime Commission.

(d) *General exceptions.* The prohibitions and restrictions of this order shall not apply to:

(1) the manufacture of any garments, the elastic fabrics for which were cut prior to the effective date of this order.

(2) the manufacture of any athletic supports and suspensories containing any elastic fabric which has been shown to the satisfaction of the Director of Industry Operations to be unsuitable or unnecessary as substitutes in the production of any of the articles listed in paragraph (c), or contracted for pursuant to paragraph (d) (1) of General Conservation Order No. M–174: *Provided,* That such use shall be only to the extent authorized in the exception granted upon such application. Applications for exceptions shall be in writing, stating the complete specifications of each item covered by the application, and shall be accompanied by samples of at least three feet in length of each such item. Such exceptions may be made in special cases or by supplemental order, and may contain such provisions and restrictions on such use as the public interest and the national defense may require.

(3) the use in the manufacture of athletic supports and suspensories by any person who has, in good faith, filed application pursuant to subparagraph (2) hereof, pending action on such application, of an amount of each elastic fabric held by any person not in excess of 10% of his inventory thereof on June 18, 1942: *Provided,* That such person shall not use in the manufacture of each such garment more than 15% by area of the amount of such type of elastic fabrics, or any type using less rubber thread, used by such person in the manufacture of such a garment in May, 1941.

(e) *Appeals.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him, or that it would result in a degree of unemployment which would be unreasonably disproportionate compared with the amount of rubber yarn and fabrics containing rubber yarn conserved, or that compliance with this order would disrupt or impair a program of conversion from nondefense to defense work, may appeal to the War Production Board by letter or telegram, Reference L–137, setting forth the pertinent facts and the reasons he considers he is entitled to relief. The Director of Industry Operations may thereupon take such action as he deems appropriate.

(f) *Records.* All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, consumptions and sales.

(g) *Reports.* All persons affected by this order shall execute and file with the War Production Board such reports and questionnaires as may be required by said Board from time to time.

(h) *Communications to the War Production Board.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Washington, D. C., Reference L–137.

(i) *Violations.* Any person who wilfully violates any provision of this Order or who, in connection with this Order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of June 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42–5713; Filed, June 18, 1942; 10:18 a. m.]

PART 1280—ETHYL CELLULOSE

[General Preference Order M–175]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of ethyl cellulose for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense;

§ 1280.1 *General Preference Order M–175*—(a) *Definitions.* (1) "Ethyl cellulose" means any product made by the ethylation of cellulose and having an ethoxyl content greater than forty percent, by weight.

(2) "Producer" means any person engaged in the production of ethyl cellulose and includes any person who has ethyl cellulose produced for him pursuant to toll agreement.

(b) *Restrictions on deliveries.* (1) No producer shall make delivery of ethyl cellulose to any person except in the quantity specified in paragraph (b) (4) hereof, unless and until he shall have been authorized or directed to do so by the Director of Industry Operations; and no person shall accept delivery of ethyl cellulose if such delivery would be in violation hereof. During June 1942 and prior to the beginning of each calendar month beginning with July 1942, the Director of Industry Operations will directly or indirectly issue to all producers specific authorizations or directions covering deliveries of ethyl cellulose which may or must be made by such producers during such month. Such authorizations or directions will be based primarily upon insuring the satisfaction of all defense requirements and, insofar as possible, providing an adequate supply for essential civilian uses. Each producer, upon being informed by the Director of Industry Operations of the delivery which such Director has authorized or directed, shall forthwith notify his customers of the extent of such authorization or direction as the same may affect them.

(2) If prior to the first day of any month beginning with July, 1942 any producer shall not directly or indirectly have received from the Director of Industry Operations authorizations or directions covering deliveries of ethyl cellulose to be made by him during such month, such producer may make deliveries of ethyl cellulose during such month in accordance with, and only in accordance with, the schedule of deliveries for such month filed with the War Production Board pursuant to paragraph (c) (2): *Provided, however,* That at any time during such month the Director of Industry Operations may issue authorizations or directions with respect to future deliveries to be made in such month.

(3) In the event that any producer, after receiving notice from the Director of Industry Operations with respect to a delivery of ethyl cellulose which he has been authorized or directed to make during any month, shall be unable to make such delivery either because of receipt of notice of cancellation from his customer or otherwise, such producer shall forthwith give notice of such fact to the Chemicals Branch of the War Production Board, and shall not in the absence of specific authorizations or directions from the Director of Industry Operations resell or otherwise dispose of the ethyl cellulose which he is unable to deliver as aforesaid.

(4) Nothing herein shall prevent the delivery of ethyl cellulose by any person to any other person in any month in a quantity of less than fifty pounds.

(c) *Placing of orders and scheduling of deliveries.* (1) Every person who seeks delivery of ethyl cellulose in a quantity of fifty pounds or more in any month shall place his order with a producer for his monthly requirements on or before the 15th day of the month preceding the month in which delivery is sought and shall file with such order, Form PD–550, in quadruplicate.

(2) Each producer of ethyl cellulose shall on or before the 20th day of each month beginning with June, 1942, file with the Chemicals Branch, War Production Board, Washington, D. C., Form PD–549, in triplicate, properly executed, which shall list among other things, a schedule of deliveries of ethyl cellulose which such producer proposes to make in the succeeding month and the amount estimated to be available for delivery by him during such month. The original and the two copies of Form PD–549 shall be accompanied by the original and two copies of each Form PD–550 submitted to the producer by a customer of his. After such forms have been filed with the Chemicals Branch any material change of circumstances or matters occurring thereafter pertaining to said Form PD–549, shall forthwith be reported to such Chemicals Branch.

(d) *Inventories restrictions.* No producer shall knowingly make, and no person shall accept, delivery of ethyl cellulose if the inventory thereof of the person accepting delivery is, or will by virtue of such acceptance become in excess of a 30 day supply in terms of orders received by such person for his finished products, on the basis of his current method and rate of operations, but this paragraph shall not be construed to prevent person's accepting delivery thereof in the smallest practicable delivery unit as evidenced by his past experience.

(e) *Miscellaneous provisions.*—(1) *Reports.* All persons affected by this order shall file such reports as may from time to time be directed by the Director of Industry Operations.

(2) *Notification of customers.* Producers and distributors shall, as soon as practicable, notify each of their regular customers of the requirements of this order, but failure to give such notice shall not excuse any person from the obligation of complying with the terms of this order.

(3) *Applicability of Priorities Regulation No. 1.* This order and all transactions affected thereby are subject to the provisions of Priorities Regulation No. 1 (Part 944), as amended from time to time, except to the extent that any provision hereof may be inconsistent therewith, in which case the provisions of this order shall govern.

(4) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Branch, Washington, D. C., Ref. M–175.

(5) *Violations or false statements.* Any person who wilfully violates any provisions of this Order or who in connection with this Order wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance. (P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 18th day of June 1942.

J. S. KNOWLSON,
Director of Industry Operations.

[F. R. Doc. 42–5716; Filed, June 18, 1942; 10:19 a. m.]

Chapter XI—Office of Price Administration

PART 1381—SOFTWOOD LUMBER

Revised Price Schedule No. 26 [1]—Douglas Fir Lumber. The title, preamble, and §§ 1312.51 to 1312.59, inclusive, are amended to read as follows:

[Maximum Price Regulation No. 26]

DOUGLAS FIR AND OTHER WEST COAST LUMBER

sec.

1381.51 Maximum prices for Douglas fir and other West Coast lumber.
1381.52 Less than maximum prices.
1381.53 Conditional agreements.
1381.54 Evasion.
1381.55 Records and reports.
1381.56 Enforcement.
1381.57 Petitions for amendment.
1381.58 Definitions.
1381.59 Applicability of General Maximum Price Regulation.
1381.60 Sales for export.
1381.61 Effective date.
1381.62 Appendix A: Maximum prices for Douglas fir and other West Coast lumber where shipment originates at a mill.

In the judgment of the Price Administrator, the prices of those items of Douglas fir lumber not previously subject to Revised Price Schedule No. 26 [1] and of West Coast lumber of certain other species, have risen to an extent and in a manner inconsistent with the purposes of the Emergency Price Control Act of 1942. The Price Administrator has ascertained and given due consideration to the prices of these items and species prevailing between October 1 and October 15, 1941. So far as practicable, the Price Administrator has advised and consulted with representative members of the industry which will be affected by this Regulation.

In the judgment of the Price Administrator, the maximum prices established by this Regulation are and will be generally fair and equitable and will effectuate the purposes of said Act. A statement of the considerations involved in the issuance of this Regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1,[2] issued by the Office of Price Administration, Maximum Price Regulation No. 26 is hereby issued.

AUTHORITY: §§ 1381.51 to 1381.62, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1381.51 *Maximum prices for Douglas fir and other west coast lumber.* On and after June 29, 1942, regardless of any contract or other obligation, no person shall sell or deliver any Douglas fir or other West Coast lumber for domestic or export use, and no person shall buy or receive in the course of trade or business any Douglas fir or other West Coast lumber:

(a) At prices higher than the maximum prices set forth in Appendix A, § 1381.62, where the shipment originates at a mill, or in a foreign country.

(b) At prices higher than the maximum prices set forth in Appendix A, § 1381.62, plus $3.50 per thousand feet board measure, where a shipment originating at a mill satisfies all of the tests of a "direct-mill retail sale" as set forth in § 1381.58 (a) (8).

(c) At prices higher than the maximum prices established by General Maximum Price Regulation,[3] where the shipment originates at a distribution yard, whether wholesale or retail.

(d) No person shall offer, agree, solicit, or attempt to do any of the foregoing.

(e) The provisions of this Maximum Price Regulation No. 26 shall not be applicable to sales or deliveries of Douglas fir or other West Coast lumber to a purchaser, if prior to June 29, 1942, such lumber had been received by a carrier, other than a carrier owned or controlled by the seller for shipment to such purchaser.

§ 1381.52 *Less than maximum prices.* Lower prices than those set forth in Appendix A, § 1381.62, may be charged, demanded, paid, or offered.

§ 1381.53 *Conditional agreements.* No seller subject to this Maximum Price Regulation No. 26 shall enter into an agreement permitting the adjustment of the price of Douglas fir and other West Coast lumber to prices which may be higher than the maximum prices provided by § 1381.62, in the event that this Maximum Price Regulation No. 26 is amended or is determined by a court to be invalid or upon any other contingency: *Provided,* That if a petition for amendment has been duly filed, and such petition requires extensive consideration, the Administrator may grant an exception from the provisions of this section permitting the making of contracts adjustable upon the granting of the petition for amendment. Requests for such an exception may be included in the aforesaid petition for amendment.

§ 1381.54 *Evasion.* (a) The price limitations set forth in this Maximum Price Regulation No. 26 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase or receipt of or relating to Douglas fir and other West Coast lumber, alone or in conjunction with any other commodity or by way of commission, service, transportation, or other charge, or discount, premium or other privilege, or by tying-agreement or other trade understanding, or otherwise.

(b) Specifically, but not exclusively, the following practices are prohibited:

(1) Unnecessarily routing lumber through a distribution yard, whether wholesale or retail;

(2) Unreasonably refusing to ship except in mixed cars or trucks, or in specified lengths, or under other circumstances entitling the seller to a premium;

(3) Quoting prices above the maximum prices on condition that the buyer take a mixed car or truck;

(4) Making charges for delivery which exceed the actual cost to the seller of such delivery except as otherwise provided in § 1381.62 (d)

(5) Falsely or wrongly grading or invoicing lumber;

(6) Grading as a special grade lumber which can be graded as a standard grade;

(7) Selling as specified lengths a shipment of lumber which is substantially equivalent to standard or random lengths, or reselling as specified lengths a shipment purchased by the seller as standard or random lengths;

(8) Breaking up an order which would normally be a single order into a series of smaller orders in order to reduce the quantity below the limitations of § 1381.58 (a) (8);

(9) Refusing to sell except on a delivered basis;

(10) Quoting a delivered price on the basis of estimated weights higher than those permitted by § 1381.62 (d).

§ 1381.55 *Records and reports.* (a) On and after June 29, 1942, every person who, during any calendar month, offers or agrees to sell, sells, or delivers, or offers or agrees to buy, buys or receives a total of 34,000 pounds or more of Douglas fir or other West Coast lumber in the course of trade or business, shall keep for inspection by the Office of Price Administration for a period of not less than two years, a complete and accurate record of every such offer, agreement, purchase, sale or delivery, showing the date thereof, the name and address of the buyer and the seller, the price paid or received, and the quantity, species, size, grade, specifications and condition of seasoning of the lumber in each such purchase or sale.

(b) Such persons shall keep such other records in addition to or in place of the records required in paragraph (a) of this section and shall submit such reports to the Office of Price Administration as that Office may from time to time require or permit.

§ 1381.56 *Enforcement.* (a) Persons violating any provision of this Maximum Price Regulation No. 26, are subject to the criminal penalties, civil enforcement actions, and suits for treble damages, provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this Maximum Price Regulation No. 26, or any price schedule, regulation, or order issued by the Office of Price Administration or of any acts or practices which constitute such a violation are urged to communicate with the nearest field, state or regional office of the Office of Price Administration or its principal office in Washington, D. C.

[1] 7 F.R. 1255, 3746.
[2] 7 F.R. 971.
[3] 7 F.R. 3153, 3330, 3666.

§ 1381.57 *Petition for amendment.* Persons seeking any modification of this Maximum Price Regulation No. 26, or any adjustment or exception not provided for therein may file petitions for amendment in accordance with the provisions of Procedural Regulation No. 1, issued by the Office of Price Administration.

§ 1381.58 *Definitions.* (a) This Maximum Price Regulation No. 26, and the terms appearing therein, unless the context otherwise requires, shall be construed as follows:

(1) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons or legal successor or representative of any of the foregoing and includes the United States, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(2) "Douglas fir and other West Coast lumber" means Douglas fir (Pseudotsuga Taxifolia), West Coast hemlock (Tsuga Heterophylla and Tsuga Mertensiana) and all species of true fir (Abies) lumber produced in mills located in those parts of Oregon and Washington lying west of the crest of the Cascade Mountains, and in Del Norte, Humboldt, Mendecino and Sonoma counties in California, and in Canada.

(3) "Mill" means a manufacturing plant, concentration yard, or other establishment which processes into lumber by sawing or planing at least 50% of the volume of Douglas fir and other West Coast logs or lumber purchased or received by it.

(4) "Distribution yard" means a yard, whether wholesale or retail, which purchases or receives Douglas fir or other West Coast lumber for purposes of putting it in stock and reselling, which regularly maintains a stock of lumber, and which processes into lumber, by sawing or planing, less than 50% of the volume of such logs or lumber so purchased or received by it.

(5) A shipment is deemed to "originate at a mill" when the lumber reaches the purchaser without having been stored as an integral part of the yard stock of a distribution yard as herein defined.

(6) A shipment is deemed to "originate at a distribution yard," whether wholesale or retail, when, and only when, the shipment is made out of a stock of lumber which was an integral part of the seller's stock at the time the sale was made.

(7) "Volume" means the board foot measure of lumber processed from logs or other lumber, or sold, as the case may be, within six months immediately prior to the transaction subject to this Maximum Price Regulation No. 26.

(8) "Direct-mill retail sale," for the purpose of determining whether the $3.50 mark-up provided in § 1381.51 (b) may be added, means a sale in which the shipment originates at a mill, and which satisfies all of the following tests:

(i) It must be a sale to a consumer or contractor for use in building, construction, remodeling, repair, maintenance or fabrication, and must not be a sale for resale in substantially the same form.

(ii) Where a shipment is by rail it must be a sale in less than carload quantity. Where shipment is by water or by truck it must be a sale of not more than 18,000 feet board measure. For the purpose of this subparagraph the size of the sale is determined by the size of the order, and the size of the order is determined by the over-all quantity involved in a single transaction.

(iii) It must be accompanied by all of the following services: delivery to the job site, when so ordered by the purchaser, and in such quantities and at such times as the purchaser specifies; tallying and checking at destination; the privilege of exchanging goods and returning unused material; and the readiness and ability of the seller immediately to replace deficiencies and adjust complaints from stocks kept on hand for the purpose.

§ 1381.59 *Applicability of General Maximum Price Regulation.* Except as provided in § 1381.51 (c), the provisions of this Maximum Price Regulation No. 26 supersede the provisions of the General Maximum Price Regulation with respect to sales and deliveries for which maximum prices are established by this Regulation.

§ 1381.60 *Sales for export.* The maximum price at which a person may export Douglas fir or other West Coast lumber shall be determined in accordance with the provisions of the Maximum Export Price Regulation [4] issued by the Office of Price Administration on April 25, 1942.

§ 1381.61 *Effective date.* Maximum Price Regulation No. 26 (§§ 1381.51 to 1381.62, inclusive) shall become effective June 29, 1942; *Provided,* That firm commitments entered into prior to June 29, 1942, for any Douglas fir lumber subject to Revised Price Schedule No. 26, and in conformity with its terms, may be completed according to the contract.

§ 1381.62 *Appendix A: Maximum prices for Douglas fir and other West Coast lumber where shipment originates at a mill.* (a) The maximum prices for Douglas fir lumber f. o. b. mill per one thousand feet board measure where shipment originates at the mill, shall be as follows:

Fir flooring, R/L, dry	B and better	"C"	"D"
1 x 3" and 1 x 4" V. G	$60	$55	$45
1 x 3" and 1 x 4" F. G	45	43	38
1 x 6" V. G	67	60	
1 x 6" F. G	50	48	40
5/4 x 3" V. G	62	57	
5/4 x 3" F. G	49	45	37
5/4 x 4" V. G	62	57	
5/4 x 4" F. G	47	45	37
5/8 x 4" F. G	37	35	28

[4] 7 F.R. 3096, 3824.

(1) *Regular loading random lengths is as follows:*

"B and better" and "C" grades:	Feet
3 percent	4 and/or 5.
7 percent	6 and/or 7.
90 percent [1]	8 to 20.
"D" Grade:	
20 percent	4 to 6 and/or 7.
80 percent [1]	8 to 20.

[1] Inclusion of 18 and/or 20' lengths is optional.

(2) *Specified lengths:*

(i) *Additions to random length price for omitting short lengths.*

For omitting:	
5' and shorter	$0.50
7' and shorter	1.00
9' and shorter	1.00
10' and shorter	3.00
12' and shorter	4.00

(ii) *Additions to random length price for specified lengths:*

For 14'	$3.00
For 16, 18, and/or 20'	5.00

(iii) 1 x 4" and 5/4 x 4"—12' "B and better", and "C", V. G. or F. G.—add $2.00 per M.

(3) Clear all heart V. G.—add $5.00 per M to "B and better" price.

(4) Square edge—(worked to same overall size as standard flooring) "B and better" and "C"—add $2.00 per M to T & G price. To include up to 20% "C" at $3.00 per M less than "B and better". Weight 200 pounds more than flooring of same size.

Drop siding, all patterns; rustic siding, shiplap; R/L, dry	B and better	"C"	"D"
1 x 4"	$44	$42	$37
5/8 x 6"	45	43	36
1 x 6"	50	48	40
1 x 8"	53	50	43

(1) *Regular loading random lengths is as follows:*

"B and Better" and "C" grades:	Feet
3 percent	4 and/or 5.
7 percent	6 and/or 7.
90 percent [1]	8 to 20.
"D" grade:	
20 percent	4 to 6 and/or 7.
80 percent [1]	8 to 20.

[1] Inclusion of 18 and/or 20' lengths is optional.

(2) *Specified lengths:*

(i) *Additions to random length price for omitting short lengths.*

For omitting:	
5' and shorter	$0.50
7' and shorter	1.00
9' and shorter	2.00
10' and shorter	3.00
12' and shorter	4.00

(ii) *Additions to random length price for specified lengths:*

For 14'	$3.00
For 16, 18, and/or 20'	5.00

(3) For V. G. add $10.00 per M.

Ceiling, R/L, all patterns—dry	B and better	"C"	"D"
½ x 4"	$37	$35	$28
⅝ x 4"	37	35	28
⅝ x 6"	45	43	36
1 x 4"	45	43	38
1 x 6"	50	48	40

(1) *Regular loading random lengths is as follows:*

"B and better" and "C" grades:	Feet
3 percent	4 and/or 5
7 percent	6 and/or 7
90 percent [1]	8 to 20

[1] Inclusion of 18 and/or 20' lengths is optional.

"D" grade:	
20 percent	4 to 6 and/or 7
80 percent [1]	8 to 20

(2) *Specified lengths:*

(a) *Additions to random length price for omitting short lengths:*

For omitting:	
5' and shorter	$0.50
7' and shorter	1.00
9' and shorter	2.00
10' and shorter	3.00
12' and shorter	4.00

(b) *Additions to random length price for specified lengths:*

For 14'	$3.00
For 16, 18, and/or 20'	5.00

(3) No addition for grain specification.

V. G. stepping, R/L, S3S and nosed—dry	B and better	"C"
5/4 x 10"	$77	$68
5/4 x 12"	82	73
6/4 x 10"	81	
6/4 x 12"	84	

(1) *Regular loading random lengths is as follows:*

"B and better" and "C" grades:	Feet
30 percent	3 to 9
70 percent [1]	10 to 20

[1] Inclusion of 18 and/or 20' lengths is optional.

(2) *Specified lengths:*

(i) *Additions to random length price for omitting short lengths:*

For omitting:	
5' and shorter	$2.00
7' and shorter	3.00
9' and shorter	4.00
10' and shorter	5.00
12' and shorter	6.00

(ii) *Additions to random length price for specified lengths:*

For 14'	$4.00
For 16, 18, and/or 20'	7.00

Casing and base, R/L, all patterns—dry	B and better V. G.	B and better F. G.	"C"
1 x 3"	$74	$64	$60
1 x 4"	70	58	53
1 x 5"	78	66	60
1 x 6"	73	62	57
1 x 8"	74	62	57
1 x 10"	80	66	59
1 x 12"	85	68	61

NOTE: ⅝" casing and base same price as inch.

(1) *Regular loading random lengths is as follows:*

"B and better" and "C" grades:	Feet
3 percent	3 and 4.
7 percent	5 and 6.
90 percent [1]	7 to 20.

[1] Inclusion of 18 and/or 20' lengths is optional.

(2) *Specified lengths:*

(i) *Additions to random length price for omitting short lengths.*

For omitting:	
5' and shorter	$0.50
7' and shorter	1.00
9' and shorter	2.00
10' and shorter	3.00
12' and shorter	4.00

(ii) *Additions to random length price for specified lengths.*

For 14'	$5.00
For 16, 18, and/or 20'	5.00

For 7 and/or 10' casing only—add $5.00 per M to random length price.

(3) Specified fractional and odd lengths not listed—add $3.00 per M to price of and compute footage on next longer listed length.

(4) Fractional and odd widths not listed—same price as next wider listed width. Compute footage on and use weight for next wider listed width.

(5) Sanding—add $7.50 per M.

(6) Wider than 12"—For V. G. add $5.00 per M to 12" price for each additional 2 inches—For F. G. add $2.50 per M. to 12" price for each additional 2".

(7) For less than 2M board measure—add setup charge of $3.00. This applies to casing only.

Corn cribbing and well curbing, R/L—dry	C and better	"D"	No. 1 common
1 x 4"	$47.00	$41.00	$39
1 x 6"	51.00	44.50	41
2 x 6"	53.50	45.50	42

(1) Regular loading random lengths is 6/20'.

(2) Specified or random lengths 14 to 20'—add $5.00 per M to random length price.

V. G. green shop—rough	Select	No. 1	No. 2
4/4 to 8/4 x 5" and wider	$45	$35	$25
10/4"	50	40	30
12/4"	53	43	33

(1) Shop lumber shall be invoiced upon the nominal sizes shown in paragraphs 258 and 264 of the Standard Grading and Dressing Rules.

(2) *For kiln dried.* 4/4"—Add $5.00 per M. 1⅜ to 8/4"—Add $7.50 per M. 10/4 to 12/4"—Add $10.00 per M.

(3) *Flat grain shop.* For 4/4" deduct $7.00 per M from V. G. price. For 1⅜" and thicker deduct $12.00 per M from V. G. price.

(4) For surfacing add $1.00.

	½" fence lath	No. 1	No. 2
4' lath green or dry—for 1,000 pieces	$6.25	$5.00	$4.00

(1) Fence lath may contain 20% No. 2. For 100% No. 1 add $1.00.

Bevel siding, R/L—Dry	B and better	"C"	"D"
½ x 6" V. G	$31	$29	$26
½ x 6" F. G	30	28	25
½ x 8" V. G	40	38	35
½ x 8" F. G	39	37	34
¾ x 8" V. G	55	51	47
¾ x 8" F. G	54	50	46
¾ x 10" V. G	61	57	53
¾ x 10" F. G	60	56	52

(1) *Regular loading, random length, is as follows:*

Bundles 8' and up.[1] ½" siding 10 layers to the bundle. ¾" siding 6 layers to the bundle.

Finish and clears regular loading R. L., S2S, S4S, or rough—Dry	B and better V. G.	B and better F. G.	"C"	"D"
1 x 2"	$68.00	$56.00	$54.00	$43.00
1 x 3"	69.00	59.00	57.00	44.00
1 x 4"	65.00	53.00	50.00	41.00
1 x 5"	73.00	61.00	57.00	44.00
1 x 6"	68.00	57.00	54.00	43.00
1 x 8"	69.00	57.00	54.00	43.00
1 x 10"	75.00	61.00	56.00	44.00
1 x 12"	83.00	70.00	64.00	48.00
5/4 and 6/4 x 2"	71.50	62.00	57.00	
5/4 and 6/4 x 3"	73.00	64.50	61.00	
5/4 and 6/4 x 4"	69.00	59.50	55.50	
5/4 and 6/4 x 5"	79.00	67.00	62.00	
5/4 and 6/4 x 6"	75.00	62.50	58.00	
5/4 and 6/4 x 8"	78.00	63.00	61.00	
5/4 and 6/4 x 10"	82.00	69.50	63.00	
5/4 and 6/4 x 12"	87.00	77.00	70.00	
2 x 2"	68.00	57.00	51.50	
2 x 3"	69.50	59.00	53.00	
2 x 4"	65.00	53.00	49.50	
2 x 5"	74.00	62.00	56.50	
2 x 6"	70.00	57.00	54.00	
2 x 8"	71.00	59.00	55.50	
2 x 10"	76.00	63.00	58.00	
2 x 12"	84.00	71.50	65.00	

(1) Ship plank, paragraph 287—same price as B and better.

(2) *Regular loading random lengths is as follows:*

"B and better" and "C" grades:	Feet
3%	4 and/or 5
7%	6 and/or 7
90% [1]	8 to 20

"D" grade:	
20%	4 to 6 and/or 7
80% [1]	8 to 20

[1] Inclusion of 18 and/or 20' lengths is optional.

(3) *Specified lengths.* (i) *Additions to random lengths price for omitting short lengths:*

For omitting:	
5' and shorter	$0.50
7' and shorter	1.00
9' and shorter	2.00
10' and shorter	3.00
12' and shorter	4.00

(ii) *Additions to random length 4 to 20' price for specified lengths:*

For 14'	$3.00
For 16, 18, and/or 20'	5.00
For 22 and 24'	10.00
For 26, 28, 30, and 32'	15.00
For 34, 36, 38, and 40'	25.00

[1] ½" siding, in bundles 10' and longer, allows a maximum of 3 layers of 3 to 7' lengths included in each bundle. ¾" siding, in bundles 10' and longer, allows a maximum of 2 layers of 3 to 7' lengths included in each bundle.

(iii) For lengths longer than 40' add $2.50 per M feet for each 1 ft. or fraction thereof to 40' specified length price.

(4) Random length groups longer than 20':

For 22 to 30' add $10.00 per M to R/L 4/20' price.

For 32 to 40' add $20.00 per M to R/L 4/20' price.

For 42' and longer add $40.00 per M to R/L 4/20' price.

(5) Specified fractional and odd lengths under 40'—add $3.00 per M to price of, and compute footage on, next longer listed length.

(6) Fractional and odd widths less than 12'' not listed—same price as next wider listed width, compute footage on, and use weight for next wider width listed.

(7) Fractional and odd thicknesses not listed—add $5.00 per M to next less listed size. Compute footage on actual rough measure.

(8) Sanding—add $7.50 per M.

(9) Wider than 12''—for V. G. add $5.00 per M to 12'' price for each additional 1 inch. For F. G. add $2.50 per M to 12'' price for each additional 1 inch.

(10) Door stock, "B and better" (i. e. graded poorer side) add $4.00 per M to B and better price of same size.

(11) Tank stock, paragraph 293—add $4.00 per M to the "B and better" price; pipe stave stock, paragraph 292 add $2.00.

(12) For green—deduct $10.00 per M from the dry price of corresponding size and grade.

(13) For S2S and CM—one inch, same price as finish; 5/4 and thicker add $2.00.

(14) For rabbetted jambs, sills, nosing or special patterns, not otherwise covered add $5.00: For orders less than 2,000 feet of these patterns an additional $3.00 set-up charge may be added.

CLEARS

B and better rough green, par. 125	F. G. 6'/20'	V. G. 6'/20'	F. G. 22'/30'	V. G. 22'/30'	F. G. 32'/40'	V. G. 32'/40'
3 x 3''	$59	$64	$66	$73	$74	$84
3 x 4''	57	62	64	71	72	82
3 x 6'' and 8''	60	67	67	76	75	87
3 x 10'' and 12''	63	72	70	81	78	92
4 x 4''	57	62	64	71	72	82
4 x 6''	57	64	64	73	72	84
4 x 8''	58	65	65	74	73	85
4 x 10'' and 12''	63	72	70	81	78	92
5 x 5''	62	69	69	78	79	91
5 x 6'' and 8''	63	70	70	79	80	92
5 x 10'' and 12''	64	73	71	82	81	95
6 x 6''	60	67	67	76	77	89
6 x 8''	61	68	68	77	78	90
6 x 10'' and 12''	62	71	69	80	79	93
8 x 8''	62	69	69	78	79	91
8 x 10''	63	72	70	81	80	94
8 x 12''	64	73	71	82	81	95
10 x 10'' and 12''	66	75	73	84	83	97
12 x 12''	68	77	75	86	85	99

(1) *Ship plank, paragraph 287.* Same price as B and better.

(2) *"C" Grade.* Deduct $5.00 per M feet.

(3) *For specified lengths.* 6 to 20' add $3.00 per M feet, 22 to 30' add $5.00 per M feet, 32 to 40' add $7.50 per M feet.

(4) *Specified fractional and odd lengths under 40' not listed.* Add $3.00 per M feet to price of, and compute footage on next longer listed length.

(5) *Fractional and odd widths not listed.* Same price as next wider listed width. Compute footage on and use weights for next wider listed width.

(6) *Fractional and odd thicknesses less than 12'' not listed.* Add $5.00 per M feet to next less listed size. Compute footage on actual rough measure.

(7) *Turning squares.* Add $5.00 per M feet to B and better grade price.

(8) *Surfacing: Dry clears for S1–2–3 or 4S.* Add $3.00 per M feet to rough dry price.

(9) *Surfacing green clears for S1–2–3 or 4S.* Add $2.00 per M feet to rough green price.

(10) *Other workings, green or dry, not provided for.* Add $5.00 per M to rough, dry or green price.

(11) *Wider than 12 inches.* For V. G.—Add $10.00 per M to 12'' price for each additional 2 inches. For F. G.—Add $5.00 per M to 12'' price for each additional 2 inches.

(12) *For tank stock, paragraph 293.* Add $4.00 per M feet to B and better grade of same size and length.

(13) *For pipe stock, paragraph 292.* Add $2.00 per M feet to B and better grade of same size and length.

(14) *For thicknesses heavier than 12 inches.* Add $5.00 per M for each one inch thicker than 12 inches.

(15) *For lengths longer than 40 feet.* Add $5.00 per M feet for each 2 feet or fraction thereof to the 40' specified length price. Compute footage on actual length.

(16) *For dry. Add to green prices:* 3 and 4'' thicknesses, $10.00–6/20'; $15.00–22/30'; $20.00–32/40'; 6'' thicknesses, $15.00–6/20'; $20.00–22/30'; $25.00–32/40'; 8'' and thicker, $20.00–6/20'; $25.00–22/30'; $30.00–32/40'.

(17) *Cross arms, paragraph 297.* Same price as "C" grade.

RAILWAY AND CAR MATERIAL

[Selected framing, sills, purlins, slats, running boards, etc., par. 221 and 223 rough green]

Thickness (inches)	Widths	Specified lengths 20' and under		Specified lengths over 20' to 24'		Specified lengths over 24' to 32'	
		Even lengths	Odd and fr/lth.	Even lengths	Odd and fr/lths.	Even lengths	Odd and fr/lths.
1	Even widths 2'' to 6''	$38	$41	$42	$44	$48	$50
	Even widths 8'' to 12''	39	42	43	45	49	51
	Odd and fr. widths 2¼ to 5¾''	43	46	47	49	53	55
	Odd and fr. widths 6¼ to 13¾''	44	47	48	50	54	56
1¼, 1½	Even widths 2'' to 6''	43	46	47	49	53	55
	Even widths 8'' to 12''	44	47	48	50	54	56
	Odd and fr. widths 2¼ to 5¾''	48	51	52	54	58	60
	Odd and fr. widths 6¼ to 13¾''	49	52	53	56	59	61
1¾	Even widths 2'' to 6''	40	43	42	44	46	48
	Even widths 8'' to 12''	41	44	43	45	47	49
	Odd and fr. widths 2¼ to 5¾''	45	48	47	49	51	53
	Odd and fr. widths 6¼ to 13¾''	46	49	48	50	52	54
2	Even widths 2'' to 6''	35	38	37	39	41	43
	Even widths 8'' to 12''	36	39	38	40	42	44
	Odd and fr. widths 2¼ to 5¾''	40	43	42	44	46	48
	Odd and fr. widths 6¼ to 13¾''	41	44	43	45	47	49
2¼, 2½, 2¾	Even widths 4'' and 6''	38	41	40	42	43	45
	Even widths, 8, 10 and 12''	39	42	41	43	44	46
	Odd and fr. widths 2¼ to 5¾''	43	46	45	47	48	50
	Odd and fr. widths 6¼ to 13¾''	44	47	46	48	49	51
3 and 4	Even widths 4'' to 6''	37	40	39	41	41	43
	Even widths, 8, 10 and 12''	36	39	38	40	40	42
	Odd and fr. widths 3¼ to 5¾''	42	45	44	46	46	48
	Odd and fr. widths 6¼ to 13¾''	41	44	43	45	45	47
3¼, 3½, 3¾	Even widths 4'' to 6''	40	43	42	45	44	46
	Even widths, 8, 10 and 12''	39	42	41	44	43	45
	Odd and fr. widths 3 to 5¾''	45	48	47	49	49	51
	Odd and fr. widths 6¼ to 13¾''	44	47	46	48	48	50
4¼ to 5¾	Even width 6''	38	41	40	42	42	44
	Even widths 8, 10, and 12''	41	44	43	45	45	47
	Odd and fr. widths 4¼ to 5¾''	41	44	43	45	45	47
	Odd and fr. widths 6¼ to 13¾''	43	46	45	47	47	49
6, 8, and 10	Even widths 6, 8, 10 and 12''	35	38	37	39	39	41
	Odd and fr. widths 6¼ to 13¾''	38	41	40	42	42	44
6¼ to 9¾	Even widths 8, 10 and 12''	38	41	40	42	42	44
Odd and fr/thk	Odd and fr. widths 6¼ to 13¾''	40	43	42	44	44	46

Thickness (inches)	Widths	Specified lengths over 32' to 40'		Specified lengths over 40' to 44'	
		Even lengths	Odd and fr/lths.	Even lengths	Odd and fr/lths.
2	Even widths 2'' to 6''	$46	$48	$53	$54
	Even widths 8'' to 12''	47	49	54	55
	Odd and fr. widths 2¼ to 5¾''	51	53	58	59
	Odd and fr. widths 6¼ to 13¾''	52	54	59	60
2¼, 2½, 2¾	Even widths 4'' and 6''	47	49	52	53
	Even widths, 8, 10 and 12''	48	50	53	54
	Odd and fr. widths 2¼ to 5¾''	52	54	57	58
	Odd and fr. widths 6¼ to 13¾''	53	55	58	59
3 and 4	Even widths 4'' to 6''	44	46	49	50
	Even widths, 8, 10 and 12''	43	45	48	49
	Odd and fr. widths 3¼ to 5¾''	49	51	54	55
	Odd and fr. widths 6¼ to 13¾''	48	50	53	54

RAILWAY AND CAR MATERIAL—Continued

Thickness (Inches)	Widths	Specified lengths over 32′ to 40′		Specified lengths over 40′ to 44′	
		Even lengths	Odd and fr/lths.	Even lengths	Odd and fr/lths.
3¼, 3½, 3¾	Even widths 4″ to 6″	$47	$49	$52	$53
	Even widths, 8, 10 and 12″	46	48	51	52
	Odd and fr. widths 3 to 5¾″	52	54	57	58
	Odd and fr. widths 6¼ to 13¾″	51	53	56	57
4¼ to 5¾	Even width 6″	45	47	50	51
	Even widths 8, 10, and 12″	48	50	53	54
	Odd and fr. widths 4¼ to 5¾″	48	50	53	54
	Odd and fr. widths 6¼ to 13¾″	50	52	55	56
6, 8, and 10	Even widths 6, 8, 10 and 12″	42	44	47	48
	Odd and fr. widths 6¼ to 13¾″	45	47	50	51
6¼ to 9¾	Even widths 8, 10 and 12″	45	47	50	51
Odd and fr/thk	Odd and fr. widths 6¼ to 13¾″	47	49	52	53

NOTES

1. Select structural, par. 222; add $2 per M.
2. #1, par. 224; deduct $2 per M.
3. For widths wider than listed; add $1 per inch or fraction thereof to widest listed width.
4. For S1, 2, 3, or 4S; add $2 per M. For other working add $4 to rough price.
5. Dry, under 2″; add $5 per M. 2″ to 3″; add $10 per M. Over 3″; add $15 per M.
6. V. G.—4″ and narrower, add $10 per M. Wider than 4″, add $15 per M.
7. Lengths longer than listed, add $2 to longest length price shown for each extra 2′.

RAILWAY AND CAR MATERIAL

B AND BETTER CAR LINING AND ROOFING
DRY, FLAT GRAIN, PAR. 240 AND 245

	1 x 4 D & M $25/32$ x $3\frac{1}{4}$ face A .L. S.	1 x 6 D & M $25/32$ x $5\frac{13}{16}$ face A. L. S.
5′	$45	$50
6′	45	50
8′	55	55
9′	60	61
10′	57	58
12′	57	58
14′	57	58
16′	64	65
18′ and 20′	69	70
22′ and 24′	80	80
6/20 R/L	53	53
8/20 R/L	54	54
10/20 R/L	56	56

B and better car siding dry. Flat grain, par. 237, add $5 to price of car lining.

NOTES

1. V. G.—1 x 4 add $10.00 to flat grain price. 1 x 6 add $15.00 to flat grain price.
2. "C" lining, roofing, and siding, par. 241, 246, and 238—Deduct $2 from price of B and better of same item.
3. "Selected" roofing and (grain tight) lining, par. 247 and 242—Deduct $12 from B and better price.
4. For 1 x 3—Add $5 to price of 1 x 4, in 9′ and 10′. Other lengths same as 1 x 4.
5. For 1 x 5—Add $5 to price of 1 x 6.
6. 1¼″ and 1½″ thicknesses—Add $3 to 1″ price.
7. Green—Deduct $5 from dry price.
8. Rough—Deduct $2 from D and M price.
9. S1–2–3 or 4S blanks—Add $2 to D and M price.
10. Patterns other than A. L. S. D and M—Add $5 to D and M price.
11. Specified odd or fractional lengths not listed—Price and compute footage on basis of next even listed length.

B AND BETTER HORIZONTAL SHEATHING

DECKING, AND END LINING, PAR. 249 AND 254
DRY, FLAT GRAIN, T & G, OR SHIPLAP

2 x 4—$3\frac{11}{16}$ overall or less:	
8′	$57.00
9′	62.00
10′	61.00
12′	60.00
14′	60.00
16′	67.00
18′ and 20′	72.00
22′ and 24′	82.00
8/20 R/L	58.00
2 x 6—$5\frac{9}{16}$ overall or less:	
8′	60.00
9′	65.00
10′	64.00
12′	63.00
14′	63.00
16′	70.00
18′ and 20′	75.00
22′ and 24′	85.00
8/20 R/L	61.00

NOTES

1. V. G.—2 x 4 add $10 to F. G. price. 2 x 6 add $15 to F. G. price.
2. "C", paragraphs 250 and 255—deduct $5 from B. and better price.
3. 2 x 8—add $3, and 2 x 10—add $7.50 to 2 x 6 price.
4. 2¼″, 2½″, and 2¾″ thicknesses—add $5 to 2″ price.
5. Green—deduct $10 from dry price.
6. Rough—deduct $2 from T & G price.
7. Specified fractional or odd lengths not listed—price and compute footage on next even listed length.
8. S1–2–3 or 4S blanks—same price as T & G.
9. Patterns other than listed, or wider than listed for 2 x 4 and 2 x 6 but not exceeding 3¾ and 5¾ overall—add $3 per M.
10. 1¼″ and 1½″ thicknesses—dry, same price as 2″; green, deduct $5 from dry price.

SELECTED CAR DECKING AND END LINING
PAR. 251 ROUGH GREEN

	8′ 6″	9′	9′ 6″	10′	10′ 6″
1½ x 6 and 8	$44.00	$42.50	$43.50	$41.00	$46.00
2 x 6, 8 and 10	37.00	35.50	36.50	34.00	39.00
2¼, 2½, 2¾ x 6 and 8	39.00	37.50	38.50	36.00	41.00
3 x 6 and 8	38.00	36.50	37.50	35.00	40.00

NOTES

1. S1, 2, 3, or 4S, T & G or S/L, A.L. S.—add $2 per M.
2. #1 car decking, par. 252—deduct $2 from price of selected.
3. Dry—less than 2″, add $5 per M. 2″ and thicker, add $10 per M.
4. V. G.—4″ and narrower, add $10 per M. Wider than 4″; add $15 per M.
5. Odd or fractional widths—add $3 to next wider even width.
6. Lengths longer than shown, add $1 to 10′ price for each foot above 10.

GENERAL NOTES ON ALL RAILWAY AND CAR MATERIAL

1. All grade and paragraph references apply to W. C. L. A. standard rules No. 11 (1942) effective April 1st, 1942.
2. For grades other than those contained in W. C. L. A. car material rules, the maximum price shall be the price for the W. C. L. A. grade and specification to which the other grade and specification most closely conforms.
3. Western hemlock—price shall be $1.00 per M less than Douglas fir price of same item.
4. "C and better."—invoice "C", and "B and better." at price shown for each grade.
5. Random lengths other than listed—invoice each length at specified length price and deduct $3 per M.
6. Close grain, paragraph 301—add $2 per M.
7. Clear framing and running boards, paragraphs 226, 227, 229, 230, 232, and 233—add $5 to price of same item (same size, length, grain, seasoning, and grade) shown in schedule for "finish and clears" for under 3″; and schedule for "clears" for 3″ and thicker.
8. Square butting to exact specified length—add $1 per M.

SHIP DECKING

Rough green, par. 286, and margin pieces (inches)	8/40 average 12′	10/40 average 14′	12/40 average 16′	14/40 average 18′	16/40 average 20′	18/40 average 22′	20/40 average 24′	22/40 average 26′
1 x 3	$75	$80	$85	$90	$95			
1 x 4	75	80	85	90	95			
1 x 5	82	87	92	97	102			
1 x 6	80	85	90	95	100			
2 x 3	75	80	85	90	95	$100	$105	$110
2 x 4	75	80	85	90	95	100	105	110
2 x 5	82	87	92	97	102	107	112	117
2 x 6	80	85	90	95	100	105	110	115
3 x 3	82	87	92	97	102	107	112	117
3 x 4	78	83	88	93	98	103	108	113
3 x 5	82	87	92	97	102	107	112	117
3 x 6	80	85	90	95	100	105	110	115
4 x 4	75	80	85	90	95	100	105	110
4 x 5	82	87	92	97	102	107	112	117
4 x 6	80	85	90	95	100	105	110	115

Rough green, par. 286, and margin pieces (inches)	24/40 average 28′	26/40 average 30′	28/40 average 32′	30/40 average 34′	32/40 average 36′	34/40	36/40
2 x 3	$115	$120	$125	$130	$130	$130	$130
2 x 4	115	120	125	130	130	130	130
2 x 5	122	127	132	137	137	137	137
2 x 6	120	125	130	135	135	135	135
3 x 3	122	127	132	137	137	137	137
3 x 4	118	123	128	133	133	133	133
3 x 5	122	127	132	137	137	137	137
3 x 6	120	125	130	135	135	135	135
4 x 4	115	120	125	130	130	130	130
4 x 5	122	127	132	137	137	137	137
4 x 6	120	125	130	135	135	135	135

(1) For specified lengths up to and including 34 feet: Add $5 per M feet to the corresponding average length price listed above. Specified lengths 36′ to 40′ to be priced at the 34′ specified length price.

(2)

	8/40	10/40	12/40	14/40	16/40	18/40
For 14′ average add	$4					
For 16′ average add	8	$4				
For 18′ average add	12	8	$4			
For 20′ average add	16	12	8	$4		
For 22′ average add	20	16	12	8	$4	
For 24′ average add	24	20	16	12	8	$4
For 26′ average add	28	24	20	16	12	8
For 28′ average add	32	28	24	20	16	12
For 30′ average add	36	32	28	24	20	16
For 32′ average add	40	36	32	28	24	20
For 34′ average add	44	40	36	32	28	24
For 36′ average add	48	44	40	36	32	28

	20/40	22/40	24/40	26/40	28/40	30/40
For 26′ average add	$4					
For 28′ average add	8	$4				
For 30′ average add	12	8	$4			
For 32′ average add	16	12	8	$4		
For 34′ average add	20	16	12	8	$4	
For 36′ average add	24	20	16	12	8	$4

(3) Where maximum length of any R/L specification is reduced to—

38′	deduct $2
36′	deduct 4
34′	deduct 6
32′	deduct 8
30′	deduct 10
28′	deduct 10
26′	deduct 10
24′	deduct 12
22′	deduct 12
20′	deduct 12

(4) Specified fractional and odd lengths: Add $3 per M feet to the specified length price of, and compute footage on, next longer even length.

(5) Fractional widths: Add $5 per M feet to [illegible] narrower listed width and compute footage on actual size.

(6) Fractional thicknesses: Add $5 per M feet to next less listed thickness and compute footage on actual size.

(7) Surfacing: S–1–2–3 or 4S, green or dry, add $3 per M feet to rough price.

(8) Other workings not provided for, green or dry, add $5 per M feet to the rough price.

(9) Dry decking: 2″ thick and under, add $15 per M feet. Over 2″, add $25 per M feet.

(10) Widths wider than those listed: Up to and including 10 inches add $5 per inch to 6″ price. Wider than 10″, add $7.50 per inch to 6″ price.

(11) For lengths longer than 40′: Add $2.50 per M feet for each foot or fraction thereof to the 40′ specified length price. Compute footage on actual length.

(12) For C Grade; $5 less than Par. 286.

Maximum Prices for Aircraft Douglas Fir, United States Treasury Department Procurement Division Specifications

Lumber furnished under these specifications shall represent a fair average assortment of the specified grades, lengths and widths. Shall be rough sawn and well manufactured.

The maximum prices per 1,000 feet board measure for rough green aircraft Douglas fir, F. A. S. Seattle, Washington; Tacoma, Washington; or Portland, Oregon, shall be as follows:

(1) *Firace Grade.* ($130.00).

The specifications for Firace Grade are as follows:

Sizes. 1⅝″ to 6″ thick by 6″ and wider; 5% in 4″ and/or 5″ widths may be included; 10 feet and longer (1⅝″, 2″, 3″ and 6″ thicknesses) must be edge (vertical) grain; 4″ and 5″ thicknesses may be flat or edge (vertical) grain.

Texture. Perfect.

Deviation of grain. 1″ in 15″.

Rate of growth. 10 annual rings minimum.

Description. Shall be clear lumber free of all natural or manufacturing irregularities which may constitute a weakness: *Provided, however,* That occasional pieces with small defects such as pitch pockets, small burls, knots, or a small amount of sap, which can be cut out or edged out with a loss of not exceeding 10 percent may be accepted. The remaining 90 percent of the piece must comply with sizes, lengths and grade requirements as shown above.

(2) *AS Grade.* ($100.00).

The specifications for AS Grade are as follows:

Sizes. 1⅝″ to 6″ thick by 6″ and wider, (up to 5% 4″ and/or 5″ widths may be included): 6′ and longer, (up to 5% 4′ and/or 5′ lengths may be included). All sizes must be edge (vertical) grain except up to 5% in 4 x 5″ and 5 x 6″ flat grain may be included.

Texture. Perfect.

Deviation of grain. 1″ in 15″.

Rate of growth. 10 annual rings minimum.

Description. Shall be clear lumber free of all natural and manufacturing irregularities which may constitute a weakness: *Provided, however,* That occasional pieces 10 to 24 feet in length with small defects such as pitch pockets, small burls, knots or a small amount of sap which can be cut out with a loss not exceeding 20 percent may be accepted; the remaining 80 percent must comply with sizes, lengths and grade requirements as shown above.

(3) *YYY Grade.* ($75.00).

The specifications for YYY Grade are as follows:

Size. 2″ to 6″ thick by 6″ and wider, (5% in 4″ and 5″ widths and 5 percent in 4″ by 6″—5″ x 6″ may be included); 10′ and longer.

Description. No. 2 clear and better per N list; flat or edge (vertical) grains.

As applied to the foregoing firace, as and YYY Grades, the following terms terms appearing therein shall mean:

Note A—Edge (vertical) grain. Unless otherwise specified, a piece shall be considered vertical grain when the annual rings form an angle of not more than 45 degrees from vertical. *Flat (Slash)*

Grain—A piece shall be considered flat grain when the annual rings form an angle of more than 45 degrees from vertical.

Note B—Texture. Perfect texture shall mean lumber having strong, tough and elastic fiber, free from brashy, corky, coarse, hard, short or compression grain. Pieces of abnormally light or abnormally heavy weight shall not be accepted.

Note C—Deviation of Grain. The slope of grain specified shall be the maximum deviation of the grain from a line parallel to the edges of the piece. Shall be free of burly, curly, gnarly spiral or irregular grain.

Note D—Rate of growth or minimum rings per inch. The rate of growth specified shall be the minimum number of annual rings to each inch measured at right angles to the direction of the rings on both end sections.

Note E—General. No piece of lumber shall ever have a larger section than 72 square inches.

MAXIMUM PRICES FOR DOUGLAS FIR PONTON LUMBER

UNITED STATES ARMY—CORPS OF ENGINEERS, SPECIFICATIONS

THE MAXIMUM PRICES PER 1,000 FEET BOARD MEASURE, F. O. B. MILL, FOR THOROUGHLY AIR OR KILN DRIED DOUGLAS FIR LUMBER OR TIMBERS, MEETING U. S. ARMY SPECIFICATIONS FOR PONTON BRIDGES

	Ponton bridge lumber	Net size	Nominal size[1]	Maximum price
	10-ton model—1938			
	Specification No.:			
Sill	T-1365	5¾″ x 7¾″ x 13′	6¼″ x 8¼″ x 14′	$145
Balk, trestle	T-1366	4″ x 6″ x 15′4⅜″	4½″ x 6½″ x 16′	140
Balk, ponton	T-1366	4″ x 6″ x 21′5″	4½″ x 6½″ x 22′	140
Chess	T-1367	2⅛″ x 11⅞″ x 12′	2½″ x 12½″ x 12′	80
Half-chess	T-1367	2⅛″ x 5⅜″ x 12′	2½″ x 6″ x 12′	75
	25-ton model—1940			
	Specification No.:			
Chess	T-1053	2⅝″ x 11⅝″ x 15′	3″ x 12¼″ x 16′	80
Half-chess	T-1053	2⅝″ x 5⅝″ x 15′	3″ x 6″ x 16′	70
Sill	T-1056	7⅝″ x 9⅝″ x 15′6″	8¼″ x 10¼″ x 16′	145
Balk, trestle	T-1057	5⅝″ x 7¾″ x 15′5½″	6¼″ x 8¼″ x 16′	140
Balk, ponton	T-1557	5⅝″ x 7¾″ x 21′ 9⅛″	6¼″ x 8¼″ x 22′	140
Balk, transverse	T-1068	2″ x 10″ x 15′	2½ x 10½ x 16′	90
Spacer blocks	T-1068	1¼ x 2″ x 10″	1½″ x 2½″ x 1′	75
Spacer blocks	T-1068	1¼ x 2″ x 10″	1½″ x 4½″ x 1′	75

[1] Compute footage on nominal sizes.

NO. 1 BOARDS AND SHIPLAP, GREEN, SURFACED, A. L. S.

Regular loading (inches)	6′ to 20′	6′	8′	10′	12′	14′
1 x 2	$31.00	$31.00	$31.00	$31.00	$31.00	$32.50
1 x 3	31.00	31.00	31.00	31.00	31.00	32.50
1 x 4	27.00	27.00	27.00	27.00	27.00	28.50
1 x 6	27.00	27.00	27.00	27.00	27.00	28.50
1 x 8	27.00	27.00	27.00	27.00	27.00	28.50
1 x 10	26.00	26.00	26.00	26.00	26.00	27.50
1 x 12	28.00	28.00	28.00	28.00	28.00	29.50

Regular loading (inches)	16′	18′	20′	Add for dry	For select merchantable par. 186 add to No. 1 green	For selected par. 185 add to No. 1 green
1 x 2	$33.50	$33.50	$33.50	$4.00	$4.00	$8.00
1 x 3	33.50	33.50	33.50	4.00	4.00	8.00
1 x 4	29.50	29.50	29.50	4.00	4.00	10.00
1 x 6	29.50	29.50	29.50	4.00	5.00	10.00
1 x 8	29.50	29.50	29.50	4.00	6.00	12.00
1 x 10	28.50	28.50	28.50	4.00	7.00	13.00
1 x 12	30.50	30.50	30.50	4.00	8.00	14.00

(1) *Grade spread.* No. 2 dry or green, $2.00 per 1,000 feet less than No. 1 of same size and length and condition of seasoning; No. 3 green, $6.00 per 1,000 feet less than No. 1 green of same size and length. No. 3 dry, $8.00 per 1,000 less than No. 1 dry of same size and length. For No. 1, permitting up to 15% of No. 2, deduct 50 cents per M feet from the No. 1 price of the same size, length, and condition of seasoning.

(2) *Regular loading,* random lengths, is 6/20′.

(3) *Specified lengths*—(a) Additions to random length price for omitting short lengths.

For omitting 6′	$0.50
For omitting 6′ and 8′	.50
For omitting 10′ and shorter	1.00
For omitting 12′ and shorter	2.00

(b) For lengths longer than 20′, add $1.00 per foot to specified 20′ price.

(4) *For rough or SIE boards.* Add $1.50 per M to the S4S price.

(5) *For center matched, flooring, drop siding and other patterns.* The following working charges contemplate first adding grade differentials and then specified working charge.

	Green		Dry	
	S2S and CM	Flg. drop siding, beaded and other patterns[1]	S2S and CM	Flg. drop siding, beaded and other patterns[1]
1″ thickness—no droppings allowed	$1.00	$2.00	$1.00	$2.00
1″ thickness—droppings included at no reduction in price[2]	.50	1.00	.50	1.00

[1] For amounts 1 M ft. or less—Add $5.00 set-up charge.
[2] "Droppings" contemplate up to 15% in green and up to 20% in dry.

(6) *For ripping and resawing.* Add $1.00 per M, product of the piece to be shipped.

(7) *Widths wider than 12″.* Add to the price of 12″ of same grade and length $2.00 per M for each 2 inches wider than 12″.

(8) *For 5/4 and 6/4″ No. 1, select merchantable,* paragraph 186 and selected boards paragraph 185—add $5.00 per M to 1″ price of same grade and width 5/4 and 6/4 No. 2 same as 4/4 No. 1.

(9) *For surfacing ¼" off.* Add $1.00 per M ft. to the price of the same grade, width and length.

(10) *For odd or fractional widths.* Add $1.00 to, and compute footage on, next wider listed width.

No. 1 Dimension, Green, Rough, or S4S, A. L. S.

Regular loading (inches)	6′ to 20′	6′	8′	9′	10′	12′
2 x 2	$31.50	$24.00	$30.00	$38.50	$32.00	$32.00
2 x 3	28.50	21.00	27.00	30.50	29.00	29.00
2 x 4	28.50	21.00	28.50	29.00	28.00	28.50
2 x 6	28.50	21.00	26.50	28.50	27.00	28.50
2 x 8	27.50	20.00	26.00	27.00	26.00	27.50
2 x 10	27.50	20.00	26.00	28.00	26.50	28.00
2 x 12	27.50	20.00	26.00	28.00	27.00	28.00

Regular loading (inches)	14′	16′	18′	20′	22′ to 24′	Add for dry
2 x 2	$32.00	$34.50	$34.50	$34.50	$38.00	$3.50
2 x 3	29.00	31.50	31.50	31.50	35.00	3.50
2 x 4	28.50	29.50	29.50	29.50	32.00	3.50
2 x 6	28.50	29.00	29.00	29.00	31.00	3.50
2 x 8	27.50	27.50	27.50	27.50	29.50	3.50
2 x 10	28.00	28.50	28.50	28.50	30.50	4.00
2 x 12	28.00	28.50	28.50	28.50	30.50	5.50

(1) *Grade spread.* Select merchantable, add $3.00 per 1,000 feet to No. 1 price for same width and length. Select structural, add $5.00 per 1,000 feet to No. 1 price for same width and length. No. 2 green, all widths and lengths, 24′ and shorter, $2.00 per 1,000 feet less than No. 1 green of the same width and length. No. 3, 24′ and shorter, 2 x 3, 2 x 4, 2 x 6, and 2 x 8 green, $8.00 per 1,000 feet, and 2 x 10 and 2 x 12 green, $9.00 per 1,000 feet less than No. 1 green of the same width and length. No. 2 dry, all widths and lengths, 24′ and shorter, $4.00 per 1,000 feet less than No. 1 dry of the same width and length. No. 3 dry, 24′ and shorter, 2 x 3, 2 x 4, 2 x 6, and 2 x 8, $10.00 per 1,000 feet, and 2 x 10 and 2 x 12″, 11.00 per 1,000 feet less than No. 1 dry of the same width and length. For No. 1, permitting up to 15% of No. 2, deduct 50 cents per 1,000 feet from the No. 1 price of the same width and length.

(2) *Regular loading.* Random length, is 6/20′.

(3) *For center matched, flooring, outgauged and other patterns.* The following working charges contemplate first adding grade differentials and then the specified working charge:

	Green		Dry	
	S2S and CM or shiplap	Flg. outgauged and other patterns	S2S and CM or shiplap	Flg. outgauged and other patterns
2″ thickness, no droppings allowed	$1.00	$2	$1.50	$2.50
2″ thickness, droppings included at no reduction in price [1]	.50	1	.50	1.00

[1] "Droppings" contemplate up to 15% in green and up to 20% in dry.

(4) *For ripping and resawing,* not diagonal or tapered; for 2 x 4″, add $2.00 per M; for 2 x 6″ and wider, add $1.00 per M. For diagonal or tapered resawing, add $5.00 per M. In either instance the product of the strip to be shipped.

(5) *For dimensions surfaced ¼" off.* Add $1.00 per 1,000 feet to the price of the same grade, width and length.

(6) *For rough dry.* Add $1.00 per M to surfaced dry price.

(7) *Wider than 12″.* Add to the price of 12″ width of the same grade and length—$1.00 per M for each 2 inches wider than 12″.

(8) *Longer than 24′.* Add to the 24′ price of the same grade and width $2.00 per M for each 2 feet longer than 24′.

(9) Odd or fractional widths add $1.00 to, and compute footage on, next wider listed width.

(10) Odd or fractional thickness over 2″ add $3.00 to 2″ price and compute footage on nearest ¼″.

(11) Odd or fractional lengths add $1.00 to and compute footage on next longer even length.

(12) For paragraph 217, 1,200 F (Bending Stress) add $2.00 per M.

Plank and Small Timbers, Green Rough or S4S A. L. S.

	No. 1			
	20′ and shorter	22′ to 24′	26′ to 32′	34′ to 40′
3 x 3	$34.00	$36.50	$39.50	$44.50
3 x 4	32.50	35.50	38.50	42.50
3 x 6 and 3 x 8	31.00	33.00	34.50	37.50
3 x 10 and 3 x 12	30.50	32.50	34.00	36.50
4 x 4	32.00	34.00	36.00	39.50
4 x 6 and 4 x 8	31.00	33.00	34.50	37.50
4 x 10 and 4 x 12	30.50	32.50	34.00	37.00
6 x 6 and 6 x 8	30.50	32.00	33.50	34.00
8 x 8	30.50	32.00	33.00	33.50

	Select merchantable			
	20′ and shorter	22′ to 24′	26′ to 32′	34′ to 40′
3 x 3	$38.00	$40.50	$42.50	$47.50
3 x 4	36.50	39.50	41.50	45.50
3 x 6 and 3 x 8	35.00	37.00	38.50	41.50
3 x 10 and 3 x 12	33.50	35.50	37.00	39.50
4 x 4	36.00	38.00	40.00	43.50
4 x 6 and 4 x 8	35.00	37.00	38.50	41.50
4 x 10 and 4 x 12	33.50	35.50	37.00	40.00
6 x 6 and 6 x 8	34.50	36.00	37.50	40.50
8 x 8	34.50	36.00	37.00	40.00

Plank and Small Timbers, Green Rough or S4S A. L. S.—Continued

	Select structural			
	20′ and shorter	22′ to 24′	26′ to 32′	34′ to 40′
3 x 3	$40.00	$42.50	$45.50	$50.50
3 x 4	38.50	41.50	44.50	48.50
3 x 6 and 3 x 8	37.00	39.00	40.50	43.50
3 x 10 and 3 x 12	35.50	37.50	39.00	41.50
4 x 4	38.00	40.00	42.00	45.50
4 x 6 and 4 x 8	37.00	39.00	40.50	43.50
4 x 10 and 4 x 12	35.50	37.50	39.00	42.00
6 x 6 and 6 x 8	36.50	38.00	39.50	42.50
8 x 8	36.50	38.00	39.50	42.00

(1) *For No. 1, permitting up to 15% of No. 2.* Deduct 50¢ per 1,000 feet from the No. 1 price of the same width and length.

(2) *For No. 2* (No. 1 mining), deduct $4.00 per 1,000 feet from the No. 1 price of the same width and length. *For No. 3* (mining), deduct $7.00 per 1,000 feet from the No. 1 price of the same width and length.

(3) *For surfacing ¼" off.* Add $1.00 per 1,000 feet to the price for the same grade, width and length.

(4) *Regular loading.* Random length is 8/20′.

(5) *For specified lengths up to 40′.* In Select Merchantable, Select Structural grades and paragraphs 215 and 219—add $2.00 per M.—Other grades, add $1.00 per M feet to the length group price in which the specified length falls.

(6) *Shiplap, T & G, outgauged, rabbetted, grooved* (less than 6″ thick). Add $2.50 per 1,000 feet to the rough price.

(7) *For diagonal or taper resawing.* Add $5.00 per 1,000 feet.

(8) *For odd or fractional thickness and/or widths not covered.* Add $3.00 per 1,000 feet to next larger listed size. Compute footage on actual rough measure.

(9) *For 5″ thickness.* Add $1.00 per 1,000 feet to price of next smaller listed thickness of same width and length.

(10) *For odd or fractional lengths.* Add $1.00 per 1,000 feet to, and compute footage on, the next longer even length.

(11) *Widths wider than listed.* Add $1.00 per 1,000 feet for each additional 2″ to the widest listed width. This applies only to thicknesses less than 6 inches. For 6 inches and thicker, and wider than listed, use prices covered by timber schedule.

(12) *Longer lengths than listed.* For specified lengths 41′ to 50′ add $1.00 per foot, 51′ to 70′ add $2.00 per foot, 71′ and longer add $3.00 per foot to the 40′ specified length price.

(13) *For dry.* Add $10.00 per M feet to the green price of the same grade, size, and length.

(14) For paragraphs 215 and 219, 1200 F (bending stress) add $2.00 per M.

(15) Barge framing par. 284, and barge planking and decking par. 285, same price as select structural.

TIMBERS, GREEN ROUGH, OR S4S, A. L. S.

	No. 1		
	20′ and shorter	22′ to 30′	32′ to 40′
6 x 10 and 6 x 12	$29.50	$30.50	$31.00
8 x 10 and 8 x 12	29.50	30.50	31.00
10 x 10 and 10 x 12	29.50	31.50	30.50
12 x 12	29.50	31.50	30.50
6 x 14 and 8 x 14	30.00	32.00	31.00
6 x 16 and 8 x 16	31.75	33.75	32.75
6 x 18 and 8 x 18	34.00	36.00	35.00
10 x 14 and 12 x 16	29.50	31.50	30.50
10 x 16	31.50	33.50	32.50
10 x 18	33.75	35.75	34.75
12 x 14 and 14 x 14	30.00	32.00	31.00
14 x 16 and 16 x 16	29.50	31.50	30.50

	Select merchantable		
	20′ and shorter	22′ to 30′	32′ to 40′
6 x 10 and 6 x 12	$31.50	$32.50	$33.00
8 x 10 and 8 x 12	31.50	32.50	33.00
10 x 10 and 10 x 12	31.50	33.50	34.00
12 x 12	31.50	33.50	34.00
6 x 14 and 8 x 14	33.00	36.00	35.50
6 x 16 and 8 x 16	34.75	37.75	37.25
6 x 18 and 8 x 18	37.00	40.00	39.50
10 x 14 and 12 x 16	32.50	35.50	35.00
10 x 16	34.50	37.50	37.00
10 x 18	36.75	39.75	39.25
12 x 14 and 14 x 14	33.00	36.00	35.50
14 x 16 and 16 x 16	32.50	35.50	35.00

	Select structural		
	20′ and shorter	22′ to 30′	32′ to 40′
6 x 10 and 6 x 12	$33.50	$34.50	$35.50
8 x 10 and 8 x 12	33.50	34.50	35.50
10 x 10 and 10 x 12	33.50	35.50	36.50
12 x 12	33.50	35.50	36.50
6 x 14 and 8 x 14	35.00	38.00	38.00
6 x 16 and 8 x 16	36.75	39.75	39.75
6 x 18 and 8 x 18	39.00	42.00	42.00
10 x 14 and 12 x 16	34.50	37.50	37.50
10 x 16	36.50	39.50	39.50
10 x 18	38.75	41.75	41.75
12 x 14 and 14 x 14	35.00	38.00	38.00
14 x 16 and 16 x 16	34.50	37.50	37.50

	Oil Field Timbers	
	Bxd. ht.	F. O. H. C.
14 x 24	$40	$50
14 x 26	43	55
14 x 28	47	60
14 x 30	51	65

(1) *For No. 1, permitting up to 15% of No. 2*—Deduct 50¢ per 1,000 feet from the No. 1 price of the same width and length.

(2) *For No. 2 (No. 1 Mining)*—Deduct $5 per 1,000 feet from the No. 1 price of the same width and length.

For No. 3 (Mining)—Deduct $10 per 1,000 feet from the No. 1 price of the same width and length.

(3) *For Surfacing ¼″ off*—Add $1 per 1,000 feet to the price for the same grade, width and length.

(4) *Regular loading*—Random length is 8/20′.

(5) *For specified lengths*—In select merchantable and select structural grades, and paragraph 219—add $2 per 1,000 feet—other grades add $1 to the length group price in which the specified length falls.

(6) *For widths wider than listed*—Up to and including 24″—Add $1 per 1,000 feet for each additional 2 inch to widest listed width of the same grade, thickness and length. Wider than 24″ add $2 per M. For each additional 2 inch to 24″ price of same grade, thickness and length.

(7) *For lengths longer than listed*—For specified length 41′ to 50′ add $1 per foot, 51 to 70—$2, 71 & longer—$3, to 40′ specified length price.

(8) *Odd or fractional widths and/or thicknesses*—Add $1.50 per 1,000 feet to next less even size. Compute footage on actual rough measure.

(9) *Specified odd or fractional lengths under 40′*—Add $1 per 1,000 feet to, and compute footage on, next longer even length.

(10) *For thicker than listed sizes*—Up to and including 24″—Add $1 per M for each additional 2 inches to thickest listed size of the same grade, width and length. Thicker than 24″—Add $2 per M for each additional 2 inches to 24″ price of the same grade, width and length.

(11) For surfacing sizes larger than listed, add $5.

(12) For surfacing lengths longer than 40′, add 25¢ per lineal foot to 40′ price.

(13) For paragraph 219, 1,200 F—(Bending stress) add $2 per M.

(14) Barge framing, par. 284, and barge planking and decking, par. 285—Same price as Select Structural.

FIR SWITCH TIES AND CROSS TIES LONGER THAN 8′ ROUGH:

6″ x 8″—8′6″ to 17′, select, par. 205	$26
6″ x 8″—8′6″ to 17′, No. 1, par. 206	25
6″ x 8″—8′6″ to 17′, No. 2, par. 207	20
7″ x 8″—8′6″ to 17′, select, par. 205	26
7″ x 8″—8′6″ to 17′, No. 1, par. 206	25
7″ x 8″—8′6″ to 17′, No. 2, par. 207	20
7″ x 9″—8′6″ to 17′, select, par. 205	26
7″ x 9″—8′6″ to 17′, No. 1, par. 206	25
7″ x 9″—8′6″ to 17′, No. 2, par. 207	20
8″ x 8″—8′6″ to 17′, select, par. 205	26
8″ x 8″—8′6″ to 17′, No. 1, par. 206	25
8″ x 8″—8′6″ to 17″, No. 2, par. 207	20

8′ FIR CROSS TIES, ROUGH:

6″ x 8″—8′, select, par. 205	24
6″ x 8″—8′, No. 1, par. 206	23
6″ x 8″—8′, No. 2, par. 207	20
7″ x 8″—8′, select, par. 205	24
7″ x 8″—8′, No. 1, par. 206	23
7″ x 8″—8′, No. 2, par. 207	20
7″ x 9″—8′, select, par. 205	24
7″ x 9″—8′, No. 1, par. 206	23
7″ x 9″—8′, No. 2, par. 207	20
8″ x 8″—8′, select, par. 205	24
8″ x 8″—8′, No. 1, par. 206	23
8″ x 8″—8′, No. 2, par. 207	20

(1) Hemlock ties, deduct $1 per M.

(2) A. A. R. specifications, or other price same as most nearly comparable grade listed.

(3) Surfacing 4 sides, add $1 per M.

(4) Other sizes, use timber list.

(5) Slope of grain not more than 1 in 15″ add $1.

(6) Sap restriction, par. 303 D. add $0.50.

(7) F. O. H. C. add $1.50.

(8) Heart center restricted add $1.

(9) Medium grain par. 300 (for No. 1 ties only) add $1.

(10) 5 rings average, or 12 in top one-fourth of tie add $3.

GENERAL NOTES

[Applies to entire appendix]

(1) Differentials to be added to item price when following provision is specified in addition to grade requirement.

(i) *Medium grain par. 300*—Add $1.—Per M to price of same size, length and grade.

(ii) *Close grain par. 301*—Add $2 per M to price of same size, length and grade.

(iii) *Not less than 8 or more than 25 annual rings per inch*—Add $3 per M.

(iv) *75% heartwood par. 303 (A and D)*—Add 50¢ per M to price of same size, length and grade.

(v) *85% heartwood par. 303 (B and E)*—Add $1.50 per M to price of same size, length and grade, except addition to par. 210 and 218—add $1 per M only.

(vi) *90% heartwood par. 303 (C and F)*—Add $2.50 per M to price of same size, length and grade, except addition to par. 210 and 218—add $2 per M only.

(vii) *100% heartwood or free from sap*—Add $4 per M to the price of same size, length and grade.

(viii) *Square edge par. 304*—Add 50¢ per M to price of same size, length and grade.

(ix) When not provided for in grade specified, *Slope of grain not exceeding one inch in 10″*—add 50¢ per M; for *one inch in 12″*—add $1 per M; for *one inch in 15″*—add $2 per M to price of same size, length and grade.

(2) Additions for side cut (F. O. H. C.)

THE FOLLOWING CHARGES ARE FOR ALL LENGTHS

	Number 1	Sel. merch.	Sel. struct.
3 x 10 and 3 x 12	$0.50	$0.50	$0.50
3 x 14 and 3 x 16	1.00	1.00	1.00
3 x 18	2.00	2.00	2.00
4 x 10 and 4 x 12	.50	.50	.50
4 x 14 and 4 x 16	1.00	1.00	1.00
4 x 18	2.00	2.00	2.00
6 x 6 and 6 x 8	1.50	1.50	1.00
6 x 10 and 6 x 12	2.50	2.00	1.50
6 x 14	3.00	2.50	2.00
6 x 16	5.00	4.00	3.50
6 x 18	6.00	5.00	4.50
8 x 8	2.50	2.00	1.50
8 x 10 and 8 x 12	4.00	3.00	2.00
8 x 14	4.50	3.50	3.00
8 x 16	6.00	5.50	5.00
8 x 18	8.00	7.00	6.00
10 x 10 and 10 x 12	7.00	6.00	5.00
10 x 14	8.00	7.00	6.00
10 x 16	9.00	8.00	7.00
10 x 18	10.50	9.50	8.50
12 x 12	9.00	8.00	7.00
12 x 14	10.00	9.00	8.00
12 x 16	12.00	11.00	10.00
14 x 14	14.00	13.00	12.00

(3) Working charges.[1]

	Outgauging		
	6 x 6 to 16 x 20	16 x 20 to 24 x 30	Larger than 24 x 30
40′ and shorter	Add $2.00	Add $4.00	Add $10.00
41 to 60′	Add 3.00	Add 5.00	Add 10.00
61 to 80′	Add 4.00	Add 6.00	Add 10.00
81′ and longer	Add 6.00	Add 8.00	Add 10.00

[1] The working charges in this subparagraph (3) are to be added to the rough price for the same size, length, and grade. Charges for outgauging and T & G or grooving include surfacing charge.

	T & G—Grooving or saw sizing		
	6 x 6 to 16 x 20	16 x 20 to 24 x 30	Larger than 24 x 30
40′ and shorter	Add $3.00	Add $5.00	Add $10.00
41 to 60′	Add 4.00	Add 6.00	Add 10.00
61 to 80′	Add 5.00	Add 7.00	Add 10.00
81′ and longer	Add 7.00	Add 9.00	Add 10.00

	Diagonal and/or taper resawing		
	6 x 6 to 16 x 20	16 x 20 to 24 x 30	Over 24 x 30
41′ and shorter	Add $5.00	Add $10.00	Add $15.00
41 to 60′	Add 6.00	Add 11.00	Add 15.00
61 to 80′	Add 7.00	Add 12.00	Add 15.00
81′ and longer	Add 10.00	Add 15.00	Add 15.00

See note on p. 4581.

(4) *Fir log cabin siding*—(i) *all grades 1 and 2″.* Add $6.00 per M to the price of same grade, size, and seasoning.

(ii) *All grades 3″.* Add $6.00 per M to the price of same grade, size, and seasoning.

(iii) *Machine droppings.* Up to 15% to be included at $5.00 per M less.

(iv) *For less than 1 M board measure.* Add set-up charge of $5.00.

(5) All prices are based on one thousand feet board measure, except lath which is based on one thousand pieces. The board measure of dressed lumber is based upon the corresponding dimensions of rough green lumber. No lumber is sold on less than one inch count.

(6) In the case of random length groups other than those listed, the price shall be computed by determining the quantity falling into each of the named groups and pricing each such quantity at the random price listed for the group into which each such quantity falls.

(7) All grade, size, and paragraph references contained herein refer to the "Standard Grading and Dressing Rules, No. 11" (1942), effective April 1, 1942, as published by the West Coast Lumbermen's Association.

(b) The maximum prices for other West Coast lumber (Western hemlock and all species of true fir (Abies)) f. o. b. mill per 1,000 feet board measure, where shipment originates at a mill, shall be as follows:

(1) For inch common boards: same as Douglas fir.

(2) For all other items: deduct $1.00 from corresponding Douglas fir prices.

(c) For mixed car, mixed cargo, or mixed truck shipments $2.00 additional per 1,000 feet board measure may be charged. A mixed car or mixed cargo shipment consists of four or more items as hereinafter defined of at least 1,000 board feet each. A mixed truck shipment consists of four or more items of at least 250 feet each. For the purpose of this definition the following classifications of lumber of any different species shall constitute an item:

(1) Boards, shiplap or strips.
(2) Dimension.
(3) Planks and small timbers, not exceeding 4″ in thickness.
(4) Large timbers, exceeding 4″ in thickness.
(5) Flooring.
(6) Siding.
(7) Ceiling or partition.
(8) Finish.
(9) Rough clears.
(10) Stepping.
(11) Mouldings.
(12) Silo stock.
(13) Gutter.
(14) Corn cribbing.
(15) Lath.
(16) Casing and base.

(d) A delivered price in excess of the maximum f. o. b. mill prices set forth in paragraphs (a) and (b) of this section, may be charged, consisting of such maximum prices plus the transportation costs permitted by this paragraph: *Provided,* That the invoice shows the point of origin of the shipment, the destination, and the applicable railroad or truck rate, or, where shipment is by motor vehicle owned or controlled by the seller, instead of such rate, the amount added for transportation.

Where shipment is by motor vehicle owned or controlled by the seller, the charge may be no greater than the actual cost to the seller of delivery by motor vehicle; and in no event shall the charge exceed the railroad charge at the carload rate for the most nearly comparable haul. If the actual cost is less than such railroad charge, only the actual cost may be added to the maximum price.

Where shipment is by common or contract carrier, the amount added for transportation may be no greater than the actual amount paid to the carrier, except as provided in subparagraphs (1) and (3) of this paragraph.

In computing transportation costs, the following practices are permitted:

(1) The charging of a sum equivalent to the one-quarter of a dollar nearest to such transportation costs;

(2) The averaging of transportation charges where a single order for which a single flat delivered price has been quoted and accepted is shipped from more than one mill to a single destination: *Provided,* That the following procedure is followed:

(i) The seller shall set forth in each invoice the transportation charges for the particular shipment, and indicate that the particular shipment is part of a larger order.

(ii) At the completion of the transaction, the seller shall render a final invoice to the purchaser for the complete order, showing the individual prices of each item separately f. o. b. mill, the quantity of each item shipped from each mill, the amount of transportation charge applying to each shipment, and a reconciliation of the total amount so computed with the agreed delivered sales price and the maximum price permitted by this Maximum Price Regulation No. 26.

(iii) The seller must send a copy of such final invoice to the Office of Price Administration in Washington, D. C. within ten days of the completion of the last shipment.

(3) The use of the following estimated weights (even though higher than the actual weights) per one thousand feet board measure.

Fir flooring	Finished thickness (inches)	Weight per M B. M. dry, pounds
1 x 3 and 4″	$2\frac{5}{32}$	1,800
1 x 6″	$2\frac{5}{32}$	1,900
$\frac{5}{4}$ x 3 and 4″	$1\frac{1}{16}$	2,000
$\frac{5}{8}$ x 4″	$\frac{9}{16}$	1,400

Hemlock same weight as fir.
Square edge flooring, add 200 pounds.

Fir ceiling (all patterns)	Finished thickness (inch)	Weight per M B. M. dry, pounds
$\frac{1}{2}$ x 4″	$\frac{7}{16}$	1,000
$\frac{5}{8}$ x 4″	$\frac{9}{16}$	1,200
$\frac{5}{8}$ x 6″	$\frac{9}{16}$	1,300
1 x 4″	$1\frac{1}{16}$	1,500
1 x 6″	$2\frac{5}{32}$	1,700

Hemlock same weight as fir.
Ceiling worked $2\frac{5}{32}$″ net, deduct 100 pounds from flooring weight.

Fir drop siding, rustic, clear shiplap	Finished thickness (inch)	Weight per M B. M. dry, pounds
1 x 4″—Pat. 119, 121	$\frac{3}{4}$	1,300
1 x 4″—Pat. 120, 122	$\frac{3}{4}$	1,400
1 x 4″—Pat. 106	$\frac{3}{4}$	1,500
$\frac{5}{8}$ x 6″—Pat. 105, 106, 115, 117, and rustic	$\frac{9}{16}$	1,300
1 x 6″—Pat. 107, 113, 115, 117, 124	$\frac{3}{4}$	1,500
1 x 6″—Pat. 103, 108, 111, 114, 118	$\frac{3}{4}$	1,600
1 x 6″—Pat. 101, 104, 105, 106, 112, and rustic	$\frac{3}{4}$	1,700
1 x 6″—Pat. 102, 109, 110, 116, and V rustic	$\frac{3}{4}$	1,800
1 x 8″—Pat. 116 and shiplap	$\frac{3}{4}$	1,900

Hemlock same weight as fir.
8″-width—add 100 pounds to 6″ Pat.

Fir bevel and bungalow siding	Finished thickness (inch)	Weight per M B. M. dry, pounds
$\frac{1}{2}$ x 4 and 6″	$\frac{1}{2}$x$\frac{3}{16}$	900
$\frac{3}{4}$ x 8 and 10″	$1\frac{1}{16}$x$\frac{1}{4}$	1,200

Hemlock siding—deduct 100 pounds.

Fir stepping	Finished thickness (inches)	Weight per M B. M. dry, pounds
$\frac{5}{4}$ x 10 and 12″	$1\frac{1}{16}$	2,200
$\frac{9}{4}$ x 10 and 12″	$1\frac{5}{16}$	2,300

Fir casing and base	Finished thickness (inch)	Weight per M B. M. dry, pounds
1 x 3 to 12″	25/32	1,900
5/8 x 4, 5, 6, and 8	9/16	1,600

Hemlock same weight as fir.

Fir corn cribbing and beveled well curbing	Weight per M B. M. dry, pounds, rough or S2E	Weight per M B. M. green pounds, rough or S2E	Weight per M B. M. dry, pounds, Sur. and Bev.	Weight per M B. M. green, pounds, Sur. and Bev.
1 x 4″ clear	2,800	3,500	1,800	2,100
1 x 4″ common	2,900	3,300	1,800	2,100
1 x 6″ clear	2,800	3,500	1,900	2,200
1 x 6″ common	2,900	3,300	1,900	2,200
2 x 6″ common	2,900	3,300	1,950	2,250

Hemlock—Green 400 pounds additional—Dry, same weight as fir.

Fir factory lumber	Weight rough green	Weight rough dry	Weight S2S standard dry
1 x 5″ and wider surf. to 1 3/16″	3,500	3,000	2,300
1 3/8 x 5″ and wider surf. to 1 5/32″	3,500	3,000	2,400
1 5/8 x 5″ and wider surf. to 1 13/32″	3,500	3,000	2,450
2 x 5″ and wider surf. to 1 25/32″	3,500	3,000	2,500
2 1/2 x 5″ and wider surf. to 2 9/32″	3,500	3,100	2,600
3 x 5″ and wider surf. to 2 3/4″	3,500	3,100	2,600

Hemlock, rough green, add 500 pounds to corresponding fir weight.
Hemlock, rough and S2S standard, dry, same weight as fir.
Hemlock, S2S standard, green, add 400 pounds to corresponding fir weight.

Lath	Weight per M pieces dry, pounds	Weight per M pieces green, pounds
4′ fir	500	800
4′ hemlock	400	1,000
4′ fence fir	800	1,100
4′ fence hemlock	700	1,400

Fir and hemlock log cabin siding	Clear or common	
	Weight per M B. M. dry, pounds	Weight per M B. M. green, pounds
2″	1,700	2,000
3″	2,000	2,300

Fir clears and ship decking	Dry S4S standard, pounds	Green S4S standard, pounds
1 x 2″	1,800	2,200
1 x 3 and 4″	1,900	2,400
1 x 5″ and wider	2,000	2,600
1 1/4 x 2″	2,000	2,400
1 1/4 x 3 and 4″	2,100	2,600
1 1/4 x 5″ and wider	2,200	2,800

Fir clears and ship decking	Dry S4S standard, pounds	Green S4S standard, pounds
1 1/2 x 2″	2,100	2,500
1 1/2 x 3 and 4″	2,200	2,700
1 1/2 x 5″ and wider	2,300	2,900
2 x 2″	1,900	2,300
2 x 3 and 4″	2,000	2,500
2 x 5″ and wider	2,100	2,700
3 x 3 and 3 x 4″	2,500	2,700
3 x 5, 3 x 6 and 3 x 8″	2,600	2,800
3 x 10, and 3 x 12″	2,700	2,900
4 x 4, 4 x 5, 4 x 6 and 4 x 8″	2,700	2,900
4 x 10 and 4 x 12″	2,800	3,000
6 x 6″	2,800	3,000
6 x 8″	2,900	3,100
6 x 10″	2,900	3,100
6 x 12″	2,900	3,100
8 x 8″	2,900	3,100
8 x 10″	3,000	3,200
8 x 12″	3,000	3,200
10 x 10″	3,000	3,200
10 x 12″	3,000	3,200
12 x 12″	3,100	3,300

Hemlock, dry, same weight as fir; green, add 400 pounds.

Fir clears	Dry S1S or S2S only pounds	Green S1S or S2S only pounds
1″ surf. to 7/16″	1,300	1,550
1″ surf. to 1/2″	1,400	1,750
1″ surf. to 9/16″	1,600	2,000
1″ surf. to 5/8″	1,800	2,200
1″ surf. to 11/16″	2,000	2,400
1″ surf. to 3/4″	2,100	2,650
1″ surf. to 25/32″	2,200	2,750
1″ surf. to 13/16″	2,300	2,850
1 1/4″ surf. to 1 1/16″	2,400	3,000
1 3/8″ surf. to 1 5/32″	2,350	2,950
1 1/2″ surf. to 1 3/16″	2,450	3,100
1 5/8″ surf. to 1 13/32″	2,450	3,050
2″ surf. to 1 5/8″	2,300	2,850
2″ surf. to 1 25/32″	2,500	3,150
2 1/4″ surf. to 1 7/8″	2,350	2,950
2 1/2″ surf. to 2 1/8″	2,400	3,000
2 3/4″ surf. to 2 3/8″	2,450	3,050
3″ surf. to 2 5/8″	2,850	3,050
4″ surf. to 3 5/8″	3,000	3,200

Hemlock, dry, same weight as fir.
Hemlock, green, add 400 pounds to fir weights.

Fir car material, car siding, decking, etc. (clear items)	Finished thickness (inches)	Weight per M B. M. dry, pounds	Weight per M B. M. green, pounds
1″ rough		2,800	3,500
Over 1″ and under 3″ in thickness, rough		2,900	3,500
1 x 4″ patterned	25/32	1,800	2,300
1 x 6″ patterned	25/32	1,900	2,400
1 1/4 x 4″ patterned	1 1/16	2,000	2,500
1 1/4 x 6″ patterned	1 1/16	2,100	2,600
1 x 4″ S2S and T and G	13/16	1,900	2,400
1 x 6″ S2S and T and G	13/16	2,000	2,500
1″ S2S blanks	13/16	2,300	2,800
2 x 4″ S2S and T and G or S/L	1 1/2	1,800	2,300
2 x 4″ S2S and T and G or S/L	1 5/8	2,000	2,400
2 x 4″ S2S and T and G or S/L	1 3/4	2,100	2,600
2 x 4″ S2S	1 1/2	2,200	2,700
2 x 4″ S2S	1 5/8	2,400	2,900
2 x 4″ S2S	1 3/4	2,600	3,100
2 x 6″ S2S and T and G or S/L	1 1/2	1,900	2,400
2 x 6″ S2S and T and G or S/L	1 5/8	2,100	2,600
2 x 6″ S2S and T and G or S/L	1 3/4	2,200	2,700
2 x 6″ S2S	1 1/2	2,200	2,700
2 x 6″ S2S	1 5/8	2,400	2,900
2 x 6″ S2S	1 3/4	2,600	3,100
2 1/4, 2 1/2 and 2 3/4 x 6″ T and G or S/L		2,300	2,700
2 1/4, 2 1/2 and 2 3/4 x 6″ S2S		2,600	3,100

2 x 8″ same weight as 2 x 6″ of similar working.
2 1/4, 2 1/2 and 2 3/4 x 8″ same weights as 2 1/4, 2 1/2 and 2 3/4 x 6″ of similar working.
Hemlock, dry, same weight as fir; green add 400 pounds.

Fir car material (common items)	Finished thickness (inches)	Weight per M B.M. dry, pounds	Weight per M B.M. green, pounds
Rough		2,900	3,300
1″ S2S and T and G	25/32	2,100	2,400
1″ S2S and T and G	13/16	2,200	2,500
1″ S2S blanks	13/16	2,400	2,700
2 x 4″ S2S T and G or S/L	1 1/2	1,800	2,100
2 x 4″ S2S T and G or S/L	1 3/4	2,200	2,500
2 x 4″ S2S	1 1/2	2,200	2,500
2 x 4″ S2S	1 5/8	2,400	2,700
2 x 4″ S2S	1 3/4	2,600	2,900
2 x 6″ S2S T and G or S/L	1 1/2	1,900	2,100
2 x 6″ S2S T and G or S/L	1 3/4	2,200	2,500
2 x 6″ S2S	1 1/2	2,200	2,500
2 x 6″ S2S	1 5/8	2,400	2,700
2 x 6″ S2S	1 3/4	2,600	2,900
2 1/2 x 6″ S2S T and G or S/L	2 1/4	2,300	2,600
2 1/2 x 6″ S2S	2 1/4	2,600	2,900

2 x 8″ same weight as 2 x 6″ of similar working.
2 1/2 x 8″ same weight as 2 1/2 x 6″ of similar working.
Hemlock, dry, same as fir; green, add 400 pounds.

Car framing, sills, purlins, slats, and running boards	S4S 1/4″ off M B. M. green, pounds
1″ by all widths	2,500
1 1/4 and 1 1/2″ by all widths	2,600
1 3/4″ by all widths	2,700
2″ by all widths	2,800
2 1/4, 2 1/2, and 2 3/4″ by all widths	2,900
3 and 4 and 3 1/4, 3 1/2, and 3 3/4″ by all widths	3,000
Larger sizes	3,150

Hemlock, rough green, 3,800 pounds.
Hemlock, green, surfaced, add 400 pounds to fir weights.

Fir boards and shiplap	Finished thickness (inch)	Weight per M B. M. dry, pounds	Weight per M B. M. green, pounds
4/4, 5/4, 6/4 x 2″ and wider, rough or S1E		2,900	3,300
1 x 2″ S4S	25/32	1,900	2,200
1 x 3 and 4″ S4S	25/32	2,100	2,400
1 x 6″ and wider S4S	25/32	2,200	2,500
S1S or S2S		2,300	2,600

5/4 and 6/4″ S4S standard, add 200 pounds to weight of 1″ of same width.
S/L, D and M, or C. M., 100 pounds less than S4S.
Surfaced to 3/4″, 100 pounds less than 25/32″.
Surfaced to 13/16″, add 100 pounds to 25/32″.
Hemlock green rough, 3,800 pounds.
Hemlock green surfaced, add 400 pounds to fir weight of same size and working.
Hemlock dry, rough, or surfaced, use fir weight.

Fir, Dimension, Plank and Small Timbers

[Weight per M B. M.]

	S4S standard dry	S4S standard dry	CM and S1S or S2S standard	
			Dry	Green
2 x 2″	2,000	2,200		
2 x 3″	2,100	2,400		
2 x 4″	2,200	2,500	1,900	2,150
2 x 6″	2,250	2,550	2,050	2,300
2 x 8″	2,250	2,550	2,100	2,400
2 x 10″	2,300	2,600	2,150	2,450
2 x 12″	2,300	2,600	2,150	2,500
3 x 3″	2,400	2,600		
3 x 4″	2,400	2,600	2,050	2,250
3 x 6″	2,600	2,800	2,350	2,500
3 x 8″	2,600	2,800	2,400	2,600

FIR, DIMENSION, PLANK AND SMALL TIMBERS—Continued

[Weight per M B. M.]

	S4S standard dry	S4S standard dry	CM and S1S or S2S standard	
			Dry	Green
3 x 10"	2,600	2,800	2,450	2,650
3 x 12"	2,600	2,800	2,500	2,700
4 x 4"	2,500	2,700		
4 x 6"	2,600	2,800	2,400	2,600
4 x 8"	2,600	2,800	2,500	2,700
4 x 10"	2,700	2,900	2,550	2,750
4 x 12"	2,700	2,900	2,600	2,800
5 x 5"	2,700	2,900		
5 x 6"	2,700	2,900	2,450	2,650
5 x 8"	2,700	2,900	2,550	2,750
5 x 10"	2,700	2,900	2,600	2,800
5 x 12"	2,700	2,900	2,650	2,850

Rough or S1E, green, 3,300 pounds; dry, 2", 2,900 pounds; 3" and thicker, 3,100 pounds.

Hemlock, Rough Green, 3,800 pounds; green S4S standard, add 400 pounds to green fir weight; dry S4S, same weight as fir.

FIR TIMBERS, S1S1E OR S4S STANDARD

[Weight per M. B. M.]

	Green, pounds
6 x 6 to 6 x 16"	2,900
6 x 18 to 6 x 24"	3,000
8 x 8 to 8 x 16"	3,000
8 x 18 to 8 x 24"	3,100
10 x 10 to 10 x 16"	3,000
10 x 18 to 10 x 24"	3,100
12 x 12 to 12 x 24"	3,100
14 x 14 to 14 x 24"	3,100
16 x 16 to 16 x 24"	3,100
18 x 18 to 18 x 24"	3,200
20 x 20 to 20 x 24"	3,200
22 x 22 to 22 x 24"	3,200
24 x 24"	3,200
Rough Green	3,300

Hemlock, rough green, 3,800 pounds.

Hemlock, green S1S1E, S4S standard, add 400 pounds to green fir surfaced weights.

Dimension and timber surfaced ¼" off	S4S ¼" off by indicated width, green
2 x 2"—¼" off each way	2,550
2 x 3"—¼" off each way	2,650
2 x 4"—¼" off each way	2,750
2 x 6"—¼" off each way	2,800
2 x 8"—¼" off each way	2,850
2 x 8"—¼" off by ½" off in width	2,750
2 x 10"—¼" off each way	2,850
2 x 10"—¼" off by ½" off in width	2,750
2 x 12"—¼" off each way	2,850
2 x 12"—¼" off by ½" off in width	2,800

	Green surfaced ¼" off each way
3 x 3	2,800
3 x 4	2,850
3 x 6, 3 x 8, and 3 x 10	2,950
3 x 12	3,000
4 x 4	2,950
4 x 6	3,000
4 x 8, 4 x 10, and 4 x 12	3,050
6 x 6	3,050
6 x 8 and 6 x 10	3,100
6 x 12	3,150
8 x 8, 8 x 10, and 8 x 12	3,150
10 x 10 and 10 x 12	3,150
12 x 12	3,200

Hemlock, green surfaced ¼" off—add 400 pounds to weights listed above.

Hemlock, rough green, 3,800 pounds.

Fir and hemlock ties	Weight per M. B. M. green, pounds
Fir cross ties, rough	3,500
Fir ties, other than cross ties, rough	3,300
Hemlock cross ties, rough	4,000
Hemlock ties, other than cross ties, rough	3,800

Shipping Weight Formula for Sizes not Listed

Where surfacing is specified other than Standard or where weights are not provided in this list, weight is to be computed by applying the following weights:

	Pounds
Fir Rough Green Clear	3,500
Fir Rough Dry Clear 1"	2,800
Fir Rough Dry Clear, over 1" and under 3" in thickness	2,900
Fir Rough Dry Clear, 3" thick and over, 200 lbs. less than corresponding Green weight.	
Fir Rough Green, all other grades	3,300
Fir Rough Dry, all other grades, under 3" in thickness	2,900
Fir Rough or Surfaced, Dry, 3" and over in thickness, 200 lbs. less than corresponding Green weight.	
Hemlock Rough Green Clear	4,000
Hemlock Rough Green, all other grades	3,800
Hemlock Rough or Surfaced, Dry, all grades, some weight basis as fir, and deducting the equivalent to the percentage of difference between the Rough and Surfaced size, breaking on the next greater fifty pounds.	

(e) The maximum prices for shipments originating in Canada and delivered in the United States shall be the maximum f. o. b. mill prices set forth in paragraphs (a) and (b) of this section plus the transportation costs permitted in paragraph (d) of this section: *Provided,* That such transportation costs may not exceed the transportation costs which could have been added by the seller had the shipments originated at Seattle, Washington, U. S. A.

(f) A gross price above the maximum price herein established shall not be quoted, even if accompanied by a discount the effect of which is to bring the net price below such maximum price.

(g) For grades and classes of lumber described in paragraphs 111, 115, 164, 165, 167, 168, 172, 181, 216, 243, 277, 278, 279, 280, 281, 282, 288, 289, 290, 294, 294.1, 295 and 296 of the West Coast Lumbermen's Association Standard Grading and Dressing Rules dated April 1, 1942, and for which no maximum price is established by paragraphs (a) and (b) hereof, the maximum price shall be computed by applying to the price for the most nearly comparable grade and class of lumber specifically priced in paragraphs (a) and (b) of this section, the seller's differential between the two items prevailing prior to October 1, 1941. If the seller had no such established differential, he may use that established by the most closely competitive seller who had such a differential prior to October 1, 1941. The price so determined shall be filed with the Office of Price Administration in Washington, D. C.

No additions may be made for workings, specifications, services, or other extras not expressly provided for herein: *Provided,* That the seller may apply to the Office of Price Administration in Washington, D. C. for instructions as to additions for workings, specifications, services, or other extras not provided for. Pending receipt of such instructions the seller may quote a price which is agreed by the parties to be subject to adjustment to the price determined by the Office of Price Administration, but the seller may not accept payment and the purchaser may not make payment until such instructions have been received.

(h) Where moisture content requirements are waived by the purchaser, the maximum price shall be the price herein established for green lumber.

(i) The maximum prices herein established shall not be increased by any charges for the extension of credit, and shall be decreased for prompt payment to the same extent that the sale price would have been decreased by the seller on October 1, 1941. The cash and credit periods recognized by the seller on October 1, 1941, shall not be reduced.

(j) All invoices of lumber must show the species, size, grade, condition of seasoning, working charges and other specifications of the lumber; and in the case of a sale on a delivered basis, the information required by paragraph (d) of this section.

(k) No person shall pay, and no person shall charge or receive a commission for purchasing Douglas fir or other West Coast lumber which is based on the amount or value of lumber purchased, if the amount of the commission plus the purchase price is higher than the maximum price permitted by this Maximum Price Regulation No. 26.

(l) The maximum price for sales on combination grades shall be the maximum price in this section established for the lowest grade named in the combination.

Issued this 16th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-5669; Filed, June 16, 1942; 4:14 p. m.]

PART 1398—OFFICE AND STORE MACHINES

[Maximum Price Regulation No. 162]

SALE AND RENTAL OF USED TYPEWRITERS

Correction

In the table appearing on page 4486 of the issue for Tuesday, June 16, 1942, the price for Royal Standards—Renumbered, reconditioned models "HY" and "KHY" of the 40, 41, and 42 series should read "53.00" instead of "63.00."

PART 1302—ALUMINUM

[Amendment No. 3 to Revised Price Schedule No. 2[1]—Aluminum Scrap and Secondary Aluminum Ingot]

AMERICAN SMELTING & REFINING CO.—DOEHLER DIE CASTING CO.

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith, and has been filed with the Division of the Federal Register.

A new paragraph (a) is added to § 1302.11 as set forth below:

[1] 7 F.R. 1302, 1600, 1836, 2132.

§ 1302.11 *Appendix B: Maximum prices for secondary aluminum ingot.* * * *

(a) *Exceptions.* Notwithstanding any other provision of this section, Federated Metals Division, American Smelting & Refining Company, New York, New York, may receive payment from Doehler Die Casting Company, New York, New York, for 200,000 pounds of silicon alloy aluminum ingot made from aluminum scrap at a price of 17 cents per pound, f. o. b. point of shipment, pursuant to contract for the sale of said ingot made on October 28, 1941; and the said Doehler Die Casting Company may pay and make settlement therefor at said price.

§ 1302.9a *Effective dates of amendments.* * * *

(c) Amendment No. 3 (§ 1302.11 (a)) to Revised Price Schedule No. 2 shall become effective June 18, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 17th day of June, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-5701; Filed, June 17, 1942; 5:15 p. m.]

PART 1303—ZINC

ZINC OXIDES

[Maximum Price Regulation No. 166]

A statement of the considerations involved in the issuance of this Regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1 [1] issued by the Office of Price Administration, Maximum Price Regulation No. 166 is hereby issued.

Sec.

1303.201 Maximum prices for zinc oxides.
1303.202 Less than maximum prices.
1303.203 Adjustable pricing.
1303.204 Evasion.
1303.205 Records and reports.
1303.206 Enforcement.
1303.207 Applicability of General Maximum Price Regulation.
1303.208 Petitions for amendment.
1303.209 Definitions.
1303.210 Applicability.
1303.211 Effective date.
1303.212 Appendix A: Maximum prices for zinc oxides.

AUTHORITY: §§ 1303.201 to 1303.212, inclusive, issued under Pub. Law 421, 77th Cong.

§ 1303.201 *Maximum prices for zinc oxides.* (a) On and after June 22, 1942, regardless of any contract, agreement, lease, or other obligation, no producer or manufacturer of zinc oxides shall sell or deliver zinc oxides, and no person shall buy or receive zinc oxides from any such producer or manufacturer in the course of trade or business, at prices higher than the maximum prices set forth in Appendix A hereof, incorporated herein as § 1303.12; and no such person shall agree, offer, solicit or attempt to do any of the foregoing. The provisions of this Section shall not be applicable to sales or deliveries of zinc oxides to a purchaser if prior to June 22, 1942, such zinc oxides had been received by a carrier, other than a carrier owned or controlled by the seller, for shipment to such purchaser.

(b) Any zinc oxides and any service connected with any zinc oxides not specifically referred to in § 1303.212, Appendix A, of this Maximum Price Regulation No. 166 or in any other maximum price regulation, price schedule, order, or in any amendment to the foregoing shall be subject to the provisions of the General Maximum Price Regulation,[2] issued April 28, 1942.

§ 1303.202 *Less than maximum prices.* Lower prices than those set forth in Appendix A (§ 1303.212) may be charged, demanded, paid or offered.

§ 1303.203 *Adjustable pricing.* Any person may offer or agree to adjust or fix prices to or at prices not in excess of the maximum prices in effect at the time of delivery. In an appropriate situation, where a petition for amendment or for adjustment or exception requires extended consideration, the administrator may, upon application, grant permission to agree to adjust prices upon deliveries made during the pendency of the petition in accordance with the disposition of the petition.

§ 1303.204 *Evasion.* The price limitations set forth in this Maximum Price Regulation No. 166 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase or receipt of or relating to zinc oxides, alone or in conjunction with any other commodity or by way of commission, service, transportation, or other charge, or discount, premium or other privilege, or by tying-agreement or other trade understanding, or otherwise.

§ 1303.205 *Records and reports.* (a) Every person making purchases or sales of zinc oxides on or after June 22, 1942, shall keep for inspection by the Office of Price Administration for a period of not less than one year complete and accurate records of each such purchase or sale showing the date thereof, the name and address of the buyer and the seller, the price paid or received, and the quantity in pounds or tons purchased or sold.

(b) Such persons shall submit such reports to the Office of Price Administration and keep such other records in addition to or in place of the records required in paragraph (a) of this section as the Office of Price Administration may from time to time require.

§ 1303.206 *Enforcement.* (a) Persons violating any provision of this Maximum Price Regulation No. 166 are subject to the criminal penalties, civil enforcement actions and suits for treble damages provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this Maximum Price Regulation No. 166, or any price schedule, regulation, or order issued by the Office of Price Administration, or of any acts or practices which constitute such a violation, are urged to communicate with the nearest Field or Regional Office of the Office of Price Administration, or its principal Office in Washington, D. C.

§ 1303.207 *Applicability of General Maximum Price Regulation.*[1] The provisions of this Maximum Price Regulation No. 166 supersede the provisions of the General Maximum Price Regulation with respect to sales or deliveries of zinc oxides for which maximum prices are established by this regulation.

§ 1303.208 *Petitions for amendment.* Persons seeking any modification of this Maximum Price Regulation No. 166, or an adjustment or exception not provided for herein may file petitions for amendment in accordance with the provisions of Procedural Regulation No. 1 [1] issued by the Office of Price Administration.

§ 1303.209 *Definitions.* (a) When used in this Maximum Price Regulation No. 166, the term "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used herein.

§ 1303.210 *Applicability.* The provisions of this Maximum Price Regulation No. 166 shall be applicable to the United States, its territories and possessions, and the District of Columbia.

§ 1303.211 *Effective date.* This Maximum Price Regulation No. 166 (§§ 1303.201 to 1303.212, inclusive) shall become effective June 22, 1942.

§ 1303.212 Appendix A: *Maximum prices for zinc oxides*—(a) *Maximum prices*—(1) *Sold, shipped, delivered or transferred in carload lots.*

Grade of zinc oxide:	*Maximum price, delivered (cents per pound)*
Leaded zinc oxides containing 35% or more lead	7.00

(b) *Carload lot.* The minimum quantity making up a carload lot shall be the lowest minimum weight, as set forth in the established tariffs of railroad carriers, upon which a railroad carload lot rate from the point of shipment to the point of destination is based.

(c) *Shipment in barrels.* A premium of one-fourth cent a pound may be added to the above prices in the case of any sale, delivery, or shipment of any zinc oxide when packed in barrels.

[1] 7 F.R. 971, 3663.

[2] 7 F.R. 3153, 3330, 3666, 3990, 3991.

(d) *Less than carload lots.* An additional premium of one-fourth cent a pound may be added to the above prices in the case of any sale and shipment or delivery in less than carload lots.

(e) *West Coast deliveries.* An additional premium of one-half cent a pound may be added to the above prices in the case of any shipment or delivery to a consumer in California, Oregon, or Washington.

In the case of any sale and shipment or delivery in less than carload lots to a consumer in California, Oregon, or Washington, the maximum prices set forth above may be quoted f. o. b. plant or warehouse, rather than "delivered."

Issued this 17th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-5700; Filed, June 17, 1942; 5:13 p. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS

[Amendment No. 5 to Revised Price Schedule No. 30[1]]

WASTEPAPER

A Statement of Considerations involved in the issuance of this Amendment is issued simultaneously herewith and has been filed with the Division of the Federal Register.

In § 1347.10, the headnote of paragraph (a) is amended to read as set forth below and a new footnote 1 is added to read as set forth below:

§ 1347.10 *Appendix A: Maximum prices for wastepaper.* (a) Grades[1] and maximum prices per short ton f. o. b. point of shipment. * * *

* * * * *

1. The maximum price for any grade of wastepaper not listed in paragraph (a) shall be a price in line with the maximum price enumerated therein for the nearest related grade of wastepaper.

Any person proposing to buy or sell any grade of wastepaper not listed in paragraph (a) shall, before making such purchase or sale, submit to the Administrator in Washington, D. C., a sworn statement setting forth all the relevant facts, including the following:

(a) Name of grade.

(b) Detailed statement of fiber content and physical characteristics of said grade.

(c) Maximum price per short ton f. o. b. point of shipment for which such person proposes to buy or sell said grade.

(d) Detailed statement of prices for which petitioner has purchased and sold said grade since January 1, 1941. This statement should be set forth on a monthly basis.

(e) Detailed statement of tonnage of said grade purchased and sold by petitioner since January 1, 1941. This statement should be set forth on a monthly basis.

(f) Statement indicating the degree of uniformity of fiber content and physical characteristics of said grade in all other purchases or sales thereof which have been made by said person.

(g) All other facts requested by the Office of Price Administration.

Representative samples of the wastepaper proposed to be purchased or sold shall be submitted with the sworn statement.

The price for which such wastepaper is purchased or sold by such person shall be subject to adjustment by the Office of Price Administration, if such price is not in line with the maximum price enumerated in this schedule for the nearest related grade of wastepaper. When any person has submitted the data described above with respect to any grade of wastepaper, he shall not be required to submit such data again prior to making a purchase or sale of the identical grade of wastepaper.

* * * * *

§ 1347.9a *Effective dates of amendments.* * * *

(e) Amendment No. 5 (§ 1347.10 (a)) to Revised Price Schedule No. 30 shall become effective June 22, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 17th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-5702; Filed, June 17, 1942; 5:14 p. m.]

[1] 7 F.R. 1260, 1601, 1836, 2000, 2132, 2153, 3576, 3775.

PART 1357—CADMIUM

[Amendment 1 to Revised Price Schedule 71[1]]

PRIMARY AND SECONDARY CADMIUM

A statement of the considerations involved in the issuance of this Amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Section 1357.7 is amended to read as follows: in § 1357.9 the table is designated (a) *Base price,* the text is designated (b) *Discounts,* and a new paragraph, (c), is added; and a new section, § 1375.8a, is added.

§ 1357.7 *Definitions.* When used in Revised Price Schedule No. 71, the term:

(a) "Container" means any can, canister, bottle, or similar receptacle;

(b) "Person" means an individual, partnership, association, corporation, or other business entity;

(c) "Metallic cadmium" means the types and shapes of metallic cadmium set forth in Appendix A, § 1357.9, regardless of the materials from which they are produced; and

(d) "On toll" means an arrangement whereby a servicing charge is paid for processing or treating material containing cadmium.

* * * * *

§ 1357.9 *Appendix A: Maximum prices for primary and secondary metallic cadmium.*

(a) *Base price.* * * *

(b) *Discounts.* * * *

(c) *Small lots.* The maximum price at which any person shall sell, offer to sell, deliver, or transfer metallic cadmium, and the maximum price at which any person in the course of trade or business shall buy, offer to buy, or accept delivery of metallic cadmium, in containers containing amounts of 5 pounds or less shall be the highest price for a similar sale of cadmium charged by such person making the sale, offer of sale, delivery or transfer, during October, 1941, or on the last date previous thereto on which such a sale of metallic cadmium was made.

§ 1357.8a *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1357.7, 1357.9 and 1357.8a) to Revised Price Schedule No. 71 shall become effective June 22, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 17th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-5703; Filed, June 17, 1942; 5:15 p. m.]

[1] 7 F.R. 1346, 1836, 2132.

PART 1377—WOODEN CONTAINERS

[Amendment 1 to Maximum Price Regulation 117[1]]

USED EGG CASES AND USED COMPONENT PARTS

ENFORCEMENT AND LICENSING

A statement of the considerations involved in the issuance of this Amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Section 1377.16 (a) is amended and two new sections, §§ 1377.16a and 1377.21, are added as set forth below:

§ 1377.16 *Enforcement.* (a) Persons violating any provision of this Maximum Price Regulation No. 117 are subject to the criminal penalties, civil enforcement actions, license suspension proceedings and suits for treble damages provided for by the Emergency Price Control Act of 1942.

* * * * *

§ 1377.16a *Licensing*—(a) *License required.* A license as a condition of selling, is hereby required of every person subject to this Maximum Price Regulation No. 117 now or hereafter selling used egg cases or used component parts for which maximum prices are established by this regulation.

(b) *License granted.* Every person subject to this regulation now or hereafter selling used egg cases or used component parts for which maximum prices are established by this Maximum Price Regulation No. 117 is hereby granted a license as a condition of selling any such used egg cases or used component parts. Such license shall be effective on June 22, 1942, or when any person becomes subject to the maximum price provisions of this regulation, and shall, unless suspended as provided by the Emergency Price Control Act of 1942 continue in force so long as and to the extent that Maximum Price Regulation No. 117 or any amendment or supplement thereto remains in force.

(c) *Licensing section of General Maximum Price Regulation[2] superseded.* This section supersedes the provisions of § 1499.16 of the General Maximum Price Regulation insofar as said § 1499.16 may

[1] 7 F.R. 2998.

[2] 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339

be applicable to persons selling any used egg cases or used component parts.

(d) *Registration of licensees.* Every person hereby licensed may be required to register with the Office of Price Administration at such time and in such manner as the Administrator may hereafter by regulation prescribe.

§ 1377.21 *Effective dates of amendments.* (a) Amendment No. 1 (§§ 1377.16 (a), 1377.16a and 1377.21) to Maximum Price Regulation No. 117 shall become effective June 22, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 17th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-5708; Filed, June 18, 1942; 9:58 a. m.]

PART 1400—TEXTILE FABRICS: COTTON, WOOL, SILK, SYNTHETICS, AND ADMIXTURES

[Amendment No. 4 to Maximum Price Regulation No. 127 [1]]

FINISHED PIECE GOODS

BOOTT MILLS, EXCEPTION GRANTED

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

A new paragraph (m) is added to Section 1400.82 as set forth below:

§ 1400.82 *Appendix A: Maximum prices for finished piece goods.*

* * * * *

(m) *Exceptions.* Boott Mills, Lowell, Massachusetts may deliver bleached and shrunk Type C twill, 29'' wide, Specification 27 T 25, to the Department of the Navy of the United States, pursuant to Navy Contract NXS 5699, in a quantity not exceeding the amount called for by such contract, at a price not exceeding that specified in such contract.

§ 1400.85 *Effective dates of amendments.*

* * * * *

(d) Amendment No. 4 (§ 1400.82 (m)) to Maximum Price Regulation No. 127 shall become effective June 18, 1942.

(Pub. Law 421, 77th Cong.)

Issued this 17th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-5709; Filed, June 18, 1942; 9:59 a. m.]

[1] 7 F.R. 3119, 3242, 4180, 4454.

Chapter XIII—Office of Petroleum Coordinator for War

[Recommendation No. 49, Amendment]

PART 1505—TRANSPORTATION

ADMINISTRATION

Pursuant to the President's letter of May 28, 1941, establishing the Office of Petroleum Coordinator for War, § 1505.84 [1] of this chapter (Recommendation No. 49, dated May 11, 1942) is hereby amended to read as follows:

§ 1505.84 *Administration.* In carrying out the duties, responsibilities, and functions under §§ 1505.76 to 1505.84, inclusive, and any approved plan authorized herein, the Temporary Joint Pipeline Managing Subcommittee and the Temporary Joint Pipeline Engineering Subcommittee shall consult and maintain liaison with each other and with the other committees and subcommittees in Districts One, Two, and Three to the extent that plans or activities hereunder may affect such other committees. The Temporary Joint Pipeline Managing Subcommittee and the Temporary Joint Pipeline Engineering Subcommittee shall maintain such staff and appoint such persons as they find necessary to carry out their duties, responsibilities, and functions under this Recommendation. The Chairman of the Temporary Joint Pipeline Managing Subcommittee may designate a Project Managing Subcommittee, the membership of which shall be subject to the approval of the Petroleum Coordinator for War or the Deputy Petroleum Coordinator, in connection with each of the projects listed in § 1505.81,[1] and each such Subcommittee shall be authorized to perform the functions and exercise the authority provided in §§ 1505.76–1505.79, 1505.81–1505.84, inclusive, so far as may be appropriate with respect to the specific project for which it is designated. The Chairman of the Temporary Joint Pipeline Engineering Subcommittee may designate a Project Engineering Subcommittee, the membership of which shall be subject to the approval of the Petroleum Coordinator for War or the Deputy Petroleum Coordinator, in connection with each of the projects listed in § 1505.81, and each such Subcommittee shall be authorized to perform the functions and exercise the authority provided in §§ 1505.80 [1] to 1505.84, inclusive, so far as may be appropriate with respect to the specific project for which it is designated. Operating expenses of the subcommittees shall be met as provided in § 1505.7 (j).[2] The Chairmen of the General Committees for Districts One, Two, and Three, or the said subcommittees, may propose from time to time to the Petroleum Coordinator for War or to the Deputy Petroleum Coordinator changes in the membership of the said subcommittees and may submit nominations for new members.

R. K. DAVIES,
Deputy Petroleum Coordinator for War

JUNE 10, 1942.

[F. R. Doc. 42-5695; Filed, June 17, 1942; 3:07 p. m.]

[1] 7 F.R. 3669.
[2] 6 F.R. 6432.

[Recommendation No. 46, Amendment]

PART 1508—MARKETING

EXCLUSIVE DEALING

To all suppliers of petroleum or petroleum products:

Pursuant to the President's letter of May 28, 1941, establishing the Office of Petroleum Coordinator for War, Recommendation No. 46 [1] (§§ 1508.50 and 1508.51 of this chapter) is hereby amended and the section numbering thereof changed to read as follows:

AUTHORITY: §§ 1508.50 to 1508.52, inclusive, issued under the President's letter of May 28, 1941, to the Secretary of the Interior, 6 F.R. 2760.

§ 1508.50 *Exclusive-dealing.* No person, natural or artificial, shall, after the effective date hereof, convert, or cause to be converted, by any means or device whatsoever, any wholesale or retail outlet from a non-exclusive or a so-called "split" account to an exclusive or a so-called "100 per cent" account.

§ 1508.51 *Right to obtain products.* When any supplier is unable, for any reason whatsoever, to supply a wholesaler or retailer with any petroleum product, then notwithstanding the provisions of any exclusive dealing contracts or arrangements, such wholesaler or retailer shall have the privilege of purchasing elsewhere such petroleum product.

§ 1508.52 *Appeals.* Any person who considers that compliance with the provisions of §§ 1508.50 and 1508.51 would work an exceptional and unreasonable hardship upon him may file with the appropriate District Director of Marketing a complete report explaining such hardship and said District Director shall transmit such report to the Chief Counsel of the Office of Petroleum Coordinator for War, who may take such action as he may deem appropriate.

R. K. DAVIES,
Deputy Petroleum Coordinator for War.

JUNE 10, 1942.

[F. R. Doc. 42-5694; Filed, June 17, 1942; 3:06 p. m.]

[1] 7 F.R. 3491.

TITLE 46—SHIPPING

Chapter IV—War Shipping Administration

[General Order 1, Supp. 3]

PART 301—REGULATIONS AFFECTING MARITIME CARRIERS

UNIFORM SMALL CRAFT BAREBOAT REQUISITION CHARTER

Whereas by Proclamation of May 27, 1941, the President declared an unlimited national emergency, and the security of the national defense made it advisable for the charterer to requisition and charter the use of vessels and other water craft owned by citizens of the United States; and

Whereas pursuant to the aforesaid Proclamation of the President and the provisions of section 902, Merchant Marine Act, 1936, as amended, the charterer has requisitioned the use of the vessel by Small Craft Requisition No. _____ approved on _____ 19__; and

Whereas this charter sets forth the terms which, in the charterer's judgment, should govern the relations between the United States and the owner of a statement of the rate of hire which, in the charterer's judgment, will be just compensation for the use of the vessel and for the services required under the terms of this charter;

Now, therefore, it is agreed as follows:

§ 301.1e *Uniform small craft bareboat requisition charter.* The attached form of small craft requisition charter is hereby adopted as the uniform charter for all vessels, or other watercraft of 1,000 gross tons and under, owned by citizens of the United States, the use and possession of which are requisitioned on a bareboat charter basis pursuant to the provisions of section 902 of the Merchant Marine Act, 1936, as amended.

NOTE: Copies of the Small Craft Bareboat Requisition Charter 3/23/42 may be obtained from the U. S. Maritime Commission, Washington, D. C. Filed as part of the original document.

By Order of the War Shipping Administration.

[SEAL] W. C. PEET, Jr.,
Secretary.

APRIL 20, 1942.

[F. R. Doc. 42-5721; Filed, June 18, 1942; 11:21 a. m.]

[General Order 11, Supp. 1]

PART 301—REGULATIONS AFFECTING MARITIME CARRIERS

UNIFORM TIME CHARTER FOR TANK VESSELS

Whereas, an unlimited National Emergency was proclaimed by the President of the United States on May 27, 1941;

Whereas, by Executive Order No. 9054 dated February 7, 1942, the President of the United States conferred upon the War Shipping Administration the functions, duties, and powers with respect to the provisions of section 902 of the Merchant Marine Act, 1936, as amended, to requisition or charter the use of any vessel or other watercraft owned by citizens of the United States or under construction within the United States, for any period during such emergency;

Whereas tank vessels in addition to those otherwise available are and be necessary for transportation of foreign commerce of the United States or of commodities including liquid cargoes in bulk essential to the national defense and to the prosecution of the war; and

Whereas pursuant to the aforesaid Proclamation and Executive Order of the President and the provisions of section 902 of the Merchant Marine Act, 1936, as amended, the Administrator, War Shipping Administration, has requisitioned and will from time to time requisition the use on a time charter basis of vessels owned by citizens of the United States or under construction within the United States.

Now, therefore, it is hereby ordered, That:

§ 301.1f *Uniform time charter for tank vessels.* (a) Time Charters entered into by the United States of America, acting by and through the Administrator, War Shipping Administration, for tank vessels included in General Order No. 8, Supplement No. 1, shall consist of two parts, designated respectively, Part I and Part II.

(b) The form of Part I for tank vessels requisitioned or chartered in lieu of requisition shall be as follows:

Form No. 102 Contract No_____
Warshipoiltime
5/22/42
Part I

WAR SHIPPING ADMINISTRATION

REQUISITION TIME CHARTER FOR TANK VESSEL

Time charter as of_____, 194 , between_____
_____
Address _____
Owner of the good_____SS/MS_____ (herein called the "Vessel"), with hull, machinery and equipment in a thoroughly efficient state, as far as the exercise of due diligence can make her so, and UNITED STATES OF AMERICA, CHARTERER, particulars as follows:
Deadweight capacity for cargo, fresh water and stores about_____tons (2,240 lbs.), including Permanent Bunkers for fuel _____tons/barrels, on mean draft (Assigned Summer Freeboard, 1930 Convention)_____feet_____inches
Classed_____
Speed about_____knots fully laden under good weather conditions_____
Consumption per 24 hours about_____ tons/barrels
Bulk cargo capacity (less 2% for expansion and excluding permanent bunkers)_____
Discharge capacity all pumps per hour_____ tons/barrels
Tanks coiled_____
Last two successive cargoes_____
Panama Canal transit highest grade products under current regulations_____
Constructed and equipped Suez Canal transit with crude petroleum or products in bulk

* * * * *

Owner agrees to let and Charterer agrees to hire the Vessel, from time of delivery for trading subject to the following terms

PART I

A. *Period of charter.* From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President May 27, 1941: *Provided,* That after September 1, 1942 either party may sooner terminate this Charter (the Vessel to be redelivered as hereinafter provided) upon not less than 30 days' written or telegraphic notice.

B. *Trading limits.* World-wide.

C. *Rate—Option I.* A basic rate of $_____ per deadweight ton per month computed in accordance with the Charterer's General Order No. 8, Supplement No. 1, together with any appropriate adjustments or premiums in accordance with such Supplement No. 1 to General Order No. 8, which full rate shall be subject to revision not more often than once in every 120 days as in paragraph D below provided; or

Option II. 75 percentum of the full rate payable in accordance with Option I above and such further sum, if any, adjudicated to be necessary to make up just compensation for the use of the Vessel and the services required in connection therewith under the terms of this Charter, pursuant to the provisions of Section 902 of the Merchant Marine Act, 1936, as amended.

D. *Rate revision (Option I only).* At any time after September 1, 1942, but not more often than once every 120 days, either party may request a redetermination of the rate of charter hire upon 30 days' written or telegraphic notice to the other. If a revised rate is determined and agreed upon within such 30-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined or agreed upon within such 30-day period, then the rate of hire in effect at the time of such notice shall apply only until noon (EWT) of the day after the end of such 30-day period, and charter hire for the balance of the period of this Charter shall be just compensation within the meaning of Section 902 of the Merchant Marine Act, 1936, as amended, and shall be established and paid as therein provided. In such latter event, the use of the Vessel, if not theretofore requisitioned, shall be deemed to have been requisitioned pursuant to Section 902 as of noon (EWT) of the day after the end of such 30-day period. This paragraph shall not operate so as to terminate the period of or otherwise modify the provisions of this Charter, notwithstanding any such modifications, adjustments, or terminations of the charter hire provisions of this Charter by operation of this paragraph.

E. *War risk insurance valuation—Option I.* The sum of $_____ per deadweight ton computed in accordance with General Order No. 9 of the Charterer together with any premiums or adjustments, or any assumption of war risk, general average, collision or salvage risks or liabilities as may be provided for in said General Order and which are applicable to the Vessel by the terms of said General Order; *Provided,* That if said General Order No. 9 does not set forth a formula for ascertaining such valuation, then Option II below shall apply unless otherwise agreed in the Special Provisions hereinbelow; or

Option II. Just compensation to be determined in accordance with Section 902 of the Merchant Marine Act, 1936, as amended, for any loss or damage due to the operation of a risk assumed by the Charterer under the terms of this Charter to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage.

F. *Port of delivery.*

G. *Port of redelivery.* Not less favorable to either party than the port of delivery, unless otherwise agreed.

H. *Notice of redelivery.*

I. *Uniform terms.* This Charter consists of this Part I and Part II, the Uniform Time Charter Terms and Conditions for Tank Vessels, published in the FEDERAL REGISTER of _____, 1942. Unless in this Part I otherwise expressly provided, all of the provisions of said Part II shall be part of this Charter as though fully incorporated herein.

J. *Special provisions.* 1. Unless the Owner otherwise indicates in the execution hereof, or unless the proviso in War Risk Insurance Valuation Option I applies to the Vessel which will be indicated if the sum in said Option I is written "$none", Rate Option I and War Risk Insurance Valuation Option I shall apply and in such event, in consideration of the compensation provided and the other obligations assumed by the Charterer hereunder, the Owner accepts this Charter in full satisfaction of any and all claims he has or may have against the Charterer arising out of the requisition of the Vessel and accepts the compensation herein provided for as the compensation required by law. If the Owner in the execution hereof elects Rate Option I and War Risk Insurance Valuation Option II, then the Owner shall accept this Charter and such hire in full satisfaction of any and all claims he has or may have against the Charterer arising out of the requisition of the Vessel and as the compensation required by law except as to any loss or damage due to the operation of a risk assumed by the Charterer under the terms of this Charter to the extent the person entitled thereto is not reimbursed therefor through policies of insurance against such loss or damage.

2. (a) If at the time of requisition the Vessel had cargo on board, then Charter hire for the Vessel's first voyage shall be adjusted on such fair and equitable accounting basis as the Charterer shall determine.

(b) If redelivery is made at a port that is more favorable to the Owner then the Owner shall make the Charterer a proper allowance of any savings to the Owner thereby; if the port of redelivery is less favorable to the Owner, then the Charterer shall pay the Owner a proper allowance to cover the additional cost required to put the Owner in the same position as if the Vessel had been redelivered at the port of original delivery.

In witness whereof, the parties hereto have executed this Agreement in triplicate the day and year first above written, and the Owner has elected Rate Option and War Risk Insurance Valuation Option

As to execution for Owner

_____

By _____

Attest:

_____

or if *not incorporated*

In the presence of:

_____

Witness

and

_____

Witness

UNITED STATES OF AMERICA,
By E. S. LAND, *Administrator*
War Shipping Administration.

By _____

For the Administrator

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____

_____

a party to this Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this Agreement on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation.

[CORPORATE SEAL] _____

Secretary

(c) The uniform terms and conditions designated Part II Applicable to all tank vessels time chartered by the War Shipping Administration, which shall be incorporated by reference in and need not be attached to Part I of the Charter, shall be as follows:

Form No. 102
Warshipoiltime
5/22/42

WAR SHIPPING ADMINISTRATION

UNIFORM TIME CHARTER TERMS AND CONDITIONS FOR TANK VESSELS

PART II

Clause 1. The Vessel shall be placed at the disposal of the Charterer at the port of delivery at such safe ready dock, wharf, or place as the Charterer may direct. Any time lost by the Vessel awaiting the availability of such dock, wharf, or place shall count as time on hire. The Vessel on her delivery shall be ready to receive cargo and, as far as due diligence can make her so, tight, staunch, strong, and with pipe lines and pumps in good working condition, and in every way fitted for service, with a Master and sufficient complement of officers and crew for a vessel of her tonnage and character, and due diligence shall be exercised by the Owner to maintain her in such state during the currency of this Charter. The Vessel shall be employed in carrying lawful merchandise, subject to the further provisions of this Charter, in lawful trades between safe ports or places within the trading limits of this Charter, as the Charterer or its agent shall direct.

Clause 2. The whole reach and burthen of the Vessel's holds, decks, and usual places of loading (but not more than she can reasonably stow and carry), shall be at the Charterer's disposal, reserving only space proper and sufficient in the opinion of the Master for the Vessel's officers and crew, Master's cabin, tackle, apparel, furniture, provisions, fresh water, stores and fuel. The Charterer shall have the option of shipping lawful merchandise in cases, cans or other packages in the Vessel's forehold, 'tween decks or other suitable space available, subject, however, to the Master's approval as to kind, character, amount and stowage, and to the extent that the Owner is not required thereby to obtain a certificate of convenience and necessity therefor under the Transportation Act of 1940. All expenses for dunnage, loading, stowing and discharging so incurred shall be paid by the Charterer, but the Owner is not to provide any equipment not already on board for handling such cargo, and such merchandise shall be shipped at the shipper's risk and peril.

Clause 3. The Charterer shall (except as otherwise expressly provided herein) pay hire for the use of the Vessel at the rate provided in Part I per calendar month or pro rata for any portion thereof, beginning with the time of her delivery, and continuing until the time of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owner at the port of redelivery, unless the parties hereto otherwise agree, or if the Vessel shall be lost, until the time of her loss, if known, otherwise to the time last heard from; or in the case of a constructive total loss to the time of the casualty resulting in such constructive total loss, except that where two or more successive casualties contribute to such loss, the time of the casualty last occurring shall be the time when hire ceases. Redelivery shall not be made until completion of repairs of any damage arising from causes specified in Clause 4 (i), and full hire shall continue until completion of such repairs, except to the extent that loss of time is caused by failure of the Owner to exercise due diligence to have such repairs effected promptly and to prevent loss of time. The hire provided for in this Charter and all other monies accruing in any month in favor of the Owner shall be due and payable on the first day of each calendar month for the preceding month or portion thereof. Unless otherwise provided, the Charterer shall give the Owner written or telegraphic notice of the Vessel's expected date and port of redelivery as provided in Part I.

Cash for any expenses which are for the Owner's account under this Charter may be advanced by the Charterer or its agents, and the Owner shall reimburse or secure the Charterer for such advances, or, at the Charterer's election, the equivalent thereof shall be deducted from the hire. The Charterer shall not, however, be responsible for the application of such advances.

If, pursuant to any applicable laws of the United States or any agreements entered into pursuant thereto, the Owner is required because of the operation of the Vessel as required under this Charter to make any payment to the United States by way of reimbursement of construction differential subsidy or payment of additional interest, then the Charterer shall pay to the Owner any amount so paid, in addition to the hire payable under this Charter.

Clause 4. Payment of hire hereunder shall be reduced one-half to the extent that time is lost to the Charterer:

(a) If the Vessel is prevented, in whole or in part, from working because of a deficiency of men or stores while the Vessel is in the continental United States excluding Alaska, or because of breakdown of machinery, collision, stranding, or fire or other accident or damage to the Vessel; or

(b) Because of breach of orders or neglect of duty by the Master, officers or crew;

Provided, however, That, except to the extent that loss of time is caused by the failure of the Owner to exercise due diligence to keep the Vessel working and to prevent loss of time, payment of hire shall not be reduced because of:

(i) The happening of any event listed in (a) above caused by the fault of the Charterer or caused or contributed to by war or warlike acts, sailing in convoy, operating (contrary to peacetime custom) without lights or pilots, navigating or mooring in (contrary to peacetime custom) unlighted, unbuoyed, or overcrowded waters, excessive usage (because of war or warlike conditions) of machinery or equipment, navigating (contrary to peacetime custom) under the direction of naval, military, coast guard or other governmental authorities, discharging alongside ships or into ships, or ice if loss of time due to ice damage does not result from wilful negligence or default of the Owner, Master, officers or crew; or

(ii) Time lost (when the Vessel needs repairs necessary to her working) (1) due to lack of available repair facilities in a port outside the continental United States excluding Alaska, or (2) due to the Vessel's having to leave a port outside the continental United States excluding Alaska to go to another port for such repairs when the facilities for such repairs at the port so left would not have been available in the time required

to proceed to and return from such other port: *Provided,* That this clause (ii) shall not affect any other provisions in this Charter as to the reduction of hire while repairs are in progress.

The cost of fuel and water consumed while hire is reduced hereunder, as well as all port charges, pilotages, and other expenses for the Charterer's account (except those for wages and bonuses provided for in Clause 7 and the war risk and extra marine insurance provided for in Clause 20) incurred during such period and consequent upon the putting into any port or place other than that to which the Vessel is bound, shall be borne by the Owner; but should the Vessel be delayed or driven into port or to anchorage by stress of weather or on account of accident to or other consideration for her cargo, such delay, departure, or loss of time, shall be for Charterer's account. Cleaning of boilers and overhauling of machinery whenever possible shall be done during service, but if impossible and without limiting other provisions of this Clause, the Charterer shall give the Owner forty-eight hours in any two months for such work, which, at Charterer's option, may be given in one period of forty-eight consecutive hours; should the Vessel be further detained by reason of such cleaning of boilers or overhauling of machinery, hire shall be reduced one-half for the time lost by such further detention. Credit shall be given to the Charterer for any expenses set forth in Clause 6 which are saved by the Owner during any loss of time for which no reduction of hire is provided.

Clause 5. The deadweight capacity and the speed of the Vessel, as stipulated in this Charter, are representations by the Owner and shall not be binding upon the Charterer, and in the event that the Vessel's deadweight capacity or her speed (the speed to be determined according to the Charterer's General Order No. 10) shall not be in accord with either or both of such representations, the hire shall be equitably adjusted to be appropriate for the Vessel with her speed as thus determined and for the Vessel's actual deadweight capacity to the extent that the hire is computed on speed or deadweight capacity; this Charter otherwise to remain unaffected. This Clause shall not require a reduction of hire where the rate applicable to the Vessel is based on minimum speed standards adopted by the Charterer.

Also, if the War Risk valuation as stipulated in this Charter is based on the deadweight tonnage of the Vessel stipulated and if the Vessel's deadweight shall not be as stipulated, the War Risk valuation shall be adjusted to conform with the Vessel's actual deadweight to the extent that such valuation is computed upon the Vessel's deadweight capacity; this Charter to remain otherwise unaffected.

Clause 6. The Owner shall provide and pay for: All provisions; all galley, cabin, deck and engine room stores; fuel for cooking; wages of, and consular, shipping and discharging fees and other expenses pertaining to, the Master, officers and crew (except as herein otherwise provided); 25 percent of all fresh water used by the Vessel if a steamer, or 75 percent if a motorship, all water ballast; and insurance (except as herein otherwise provided) on the vessel, and maintain her class. Fumigations ordered because of illness of the crew shall be for the Owner's account.

Clause 7. The Charterer shall reimburse the Owner for its actual out-of-pocket expenses, including all taxes with respect thereto for which the Owner is responsible, for (a) any war bonuses, extra wages based on the areas to be traversed during, or the ports of call of, any voyage hereunder and extra wages arising out of the nature of any cargo carried hereunder, where such bonuses and extra wages are payable by the Owner to the Master, officers or crew in accordance with ship's Articles or the Owner's collective bargaining agreements or decisions of the Maritime War Emergency Board, (b) all wages and bonuses of any extra officers and men beyond the Vessel's normal complement, who are required to be employed because of the Vessel's service under this Charter, or to provide for any persons carried at the request of the United States of America or additional watchmen or other personnel employed upon the order or request of any governmental authority, and (c) required payments for or in lieu of returning the officers and crew to nearest port of signing off under the Articles (and wages during such period) necessarily incurred to make the Vessel sooner available to the Charterer under this Charter pursuant to specific orders of the Charterer.

The Charterer shall pay the Owner at the rate of $1.50 per day per person for victualing any persons carried at the request of the United States of America and $1.00 per day per person for victualing any extra complement required, as above provided. If, however, the number of the persons so carried and the extra complement exceeds 20, the Charterer shall reimburse the Owner for the reasonable cost of such victualing.

Clause 8. The Charterer shall (except as herein otherwise provided) provide and pay for: All fuel (except cooking); 75 percent of all fresh water (except water ballast) if the Vessel is a steamer, or 25 percent if a motorship; all port charges, pilotages, light, dock, canal and other dues, expenses of loading and discharging cargoes, agencies, commissions; tug assistance and boating where incurred for the Charterer's business; taxes of foreign countries or public authorities thereof payable by the Owner to the extent levied on or measured by the freights of the Vessel; and all other charges and expenses whatsoever except those which, by the terms of this Charter, are expressly payable by the Owner. Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter shall be for the Charterer's account.

Clause 9. The Charterer shall provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or for the carriage of livestock or other unusual cargo, but the Owner shall allow the Charterer the use of any dunnage and shifting boards already aboard the Vessel. The Charterer shall have the privilege of using shifting boards for dunnage. The Charterer shall make good any damage to or shortage of shifting boards which are on board at delivery.

Clause 10. The Charterer shall pay for 75 percent, if a steamer, or 25 percent if a motorship, of all fresh water in the Vessel's service tanks, and for all fuel in the Vessel's bunkers, upon delivery, and the owner shall pay for 75 percent if a steamer, or 25 percent if a motorship, of all fresh water in the Vessel's service tanks, and for all fuel in the Vessel's bunkers on redelivery, at current market prices of the ports of delivery and redelivery respectively.

Clause 11. The Charterer shall be at liberty to install any equipment or defensive armament (including demagnetization by installed equipment or other process, e. g. degaussing, wiping or deperming) and make alterations and additions to quarters and equipment incident to the service in which the Vessel is to be used, and to install any additional gear or equipment for loading or discharging cargo beyond that on board at the beginning of this Charter. Such work shall be done at Charterer's expense and on its time, and shall not be such as to affect the seaworthiness of the Vessel or the safety of the crew, or as to be in contravention of any applicable law of the United States or regulation made pursuant thereto. Such equipment, materials, and gear so fitted or previously fitted are to be considered Charterer's property; and the Charterer shall remove the same at its expense before redelivery, and shall restore the Vessel to her condition prior to such changes (ordinary wear and tear excepted); however, heater coils installed by the Charterer shall be purchased by the Owner on redelivery, if then in good working order and condition, at the cost of installation less depreciation (at the rate of 20% per annum) to the time of redelivery.

Clause 12. The Owner agrees at its expense to drydock and paint the Vessel's bottom about every eight months and not less often than once every twelve months unless the Charterer otherwise agrees, and, when due, the Charterer agrees to send the Vessel to a port where she can be cleared of oil and gas, and drydock and paint. In such event the Owner shall always be solely responsible for clearing the Vessel of oil and gas, but the expense and time of such clearing shall be for the Charterer's account if drydocking the Vessel is for the purpose of cleaning and painting the bottom primarily, and for the Owner's account if drydocking is for the purpose of effecting any repairs (except repairs required by causes for which hire is not reduced by the provisions of Clause 4) as well as cleaning and painting bottom. In case of drydocking for cleaning and painting bottom only pursuant to this Clause at a port where the Vessel is sent by the Charterer on its business, hire shall be suspended from the time the Vessel receives free pratique on arrival, if without cargo, or on completion of discharge of cargo, if she arrives loaded, until the Vessel is again ready for service. If the Owner sends the Vessel to a port (other than one designated by the Charterer) for such drydocking, hire shall be suspended from the time of the Vessel's arrival there at the sea buoy inbound until her departure from the sea buoy outbound. Hire shall not be suspended in either case for any time lost by the Vessel because of unavailability of drydock resulting from causes beyond the control of the Owner. All towage, pilotage, and other expenses incidental to the drydocking, and all port charges incurred and fuel and water consumed (to the extent such water is to be provided or paid for by the Charterer) while hire is suspended as provided in this Clause, shall be for the Owner's account.

Clause 13. The Charterer shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, and the Master shall keep a full and correct log of the voyage or voyages, which shall be patent to the Charterer or its Agents, and furnish the Charterer or its Agents, when required, with a true copy of daily logs, showing the course of the Vessel, the distance run and the consumption of fuel.

Clause 14. Subject always to the direction of the Charterer, the Master shall prosecute his voyages with the utmost dispatch, use due diligence to care for the cargo, and shall render all reasonable assistance with the Vessel's crew and equipment. Any overtime of officers and crew as required by the Vessel's articles or collective bargaining agreements or decisions of the Maritime War Emergency Board shall be at the Charterer's expense when incurred at the request of the Charterer or its agents. Bills of lading are to be signed by the Master in the form and at any rate of freight the Charterer or its agents may direct, without prejudice to this Charter. The Charterer hereby agrees to indemnify and hold harmless the Owner, the Master, and the Vessel from all consequences or liabilities that may arise from the Charterer or its agents, or the Master, signing bills of lading or other documents inconsistent with

this Charter, or from any irregularity in papers supplied by the Charterer or its agents, or from complying with its or its agents' orders.

Clause 15. Cargo may be laden or discharged in any dock or at any wharf or place that the Charterer or its Agents may direct, provided that the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat.

Clause 16. The Owner agrees in so far as practicable (and if the construction of the Vessel permits) that the Vessel will be maintained in such manner as to carry, without admixture, two qualities or descriptions of oil, provided the cargo is properly segregated. Except for such agreement, neither the Owner nor the Vessel shall be responsible for any admixture, if more than one quality of oil is shipped nor for leakage, contamination or deterioration in quality of the cargo. No injurious cargoes, including acids that are injurious to the vessel, are to be shipped, it being understood that gasoline, Ethyl gasoline, benzol, creosote, molasses, and the various vegetable oils, customarily carried in tank vessels, are not to be considered as injurious. Charterer undertakes in case it employs the Vessel to carry any other cargo than petroleum and its products in bulk to indemnify the Owner against any damage that may arise to such cargo owing to the Vessel having previously loaded, oil, or to oil after having loaded other cargo. If the Vessel's tanks at the time of delivery are gas free and clean and fit for the transportation of clean products, such as refined petroleum or naphtha, the Vessel is to be redelivered in the same condition as on delivery. Similarly, if her tanks are soiled at the time of delivery the Vessel may be redelivered with tanks in like condition.

Clause 17. No product shall be shipped which fails to meet one or the other of the two following requirements: (1) The vapor pressure at one-hundred degrees Fahrenheit (100° F.) shall not exceed thirteen pounds (13 lbs.) as determined by the A. S. T. M. Method (Reid Method) identified as D–323 current at the time shipment is made. (2) The distillation loss shall not exceed four per cent (4%) and the sum of the distillation loss and the distillate collected in the receiving graduate shall not exceed ten per cent (10%) when the thermometer reads one-hundred twenty-two degrees Fahrenheit (122° F.) Note: The distillation test shall be made by A. S. T. M. Method identified as D–86 current at the time shipment is made. When products other than Naphtha or Gasoline are tested, the distillation loss may be determined by distilling not less than twenty-five per cent (25%) and deducting from one-hundred per cent (100%) the sum of the volumes of the distillate and the residue in the flask (cooled to a temperature of sixty degrees Fahrenheit (60° F.)).

Clause 18. All bills of lading issued hereunder shall contain, directly or by reference, substantially the following clauses:

(i) *Clause paramount.* "This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further."

(ii) *Both-to-blame collision clause.* "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or noncarrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or noncarrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or noncarrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact."

(iii) *General average clause.* "General average shall be adjusted, stated, and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money."

(iv) *Amended "Jason" clause.* "In the event of accident, danger, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the salving ship or ships belong to strangers."

(v) *War clauses.* "In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the carrier or master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon their failure to do so, may warehouse the goods at the risk and expense of the goods; or the carrier or master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, draft or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof at any such port or place; or the carrier or the master may retain the cargo on board until the return trip or until such time as the carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the carrier or the master may discharge and forward the goods by any means at the risk and expense of the goods. The carrier or the master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the carrier shall be freed from any further responsibility. For any service rendered to the goods as herein provided the carrier shall be entitled to a reasonable extra compensation.

"The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

"In addition to all other liberties herein the carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods."

This Charter shall also be subject to the provisions of (ii), (iii) and (iv) of this Clause 18.

Clause 19. The Vessel, her Master and owner, shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from: Any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or

property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer, the owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing, insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from: Act of God, act of war; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers of people, or seizure under legal process; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. No exemption afforded to the Charterer under this clause shall diminish its obligations for hire under the other provisions of this Charter.

Clause 20. Unless otherwise mutually arranged, at all times during the currency of this Charter the Charterer shall provide and pay for or assume: (i) insurance on the Vessel, under the terms and conditions of the full form of standard hull war risk policy of the War Shipping Administration, which shall include malicious damage, sabotage, strikes, riots and civil commotion, insured for and valued at the amount set forth in Part I which insurance shall be made payable to the persons entitled thereto; (ii) all war risk insurance, as required, on the lives of or for injuries to officers and crew and loss of or damage to their personal effects, including sextants of deck officers, on leased equipment aboard for which the Owner is responsible to the extent not otherwise covered hereunder, on slop chests, on the actual value of the Vessel's unused consumable stores and on cash carried on board but not in excess of $5,000 unless otherwise agreed; and (iii) war risk protection and indemnity insurance, for the benefit of the Owner and the Charterer as their interests may appear, including Owner's liabilities to officers and crew until repatriated.

The Charterer shall reimburse the Owner for (or, if the Owner is a self-insurer, pay the equivalent of) the actual extra cost of marine insurance occasioned by the Vessel's trading beyond the full limits of Institute Warranties in effect on the effective date of the marine insurance carried on the Vessel at the time of her delivery, or after the date of any renewal of such insurance occurring during the term or extended term of this Charter, beyond such limits, as revised, in effect on the date of any such renewal: *Provided,* That, if the Owner is a self-insurer, such limits shall be deemed to be those in effect on the date of the Vessel's delivery, and if the term or extended term of this Charter shall be for more than one year, such limits, as revised, shall be deemed to be those in effect on each anniversary date of the Vessel's delivery hereunder. Unless otherwise mutually agreed, the foregoing reference to Institute Warranties shall be deemed to mean "American Institute Trade Warranties".

In the event of loss, damage or expense to the Vessel caused by ice which would be recoverable under the terms of a full American Hull form of insurance policy but which is excluded from such policy by the provisions of American Institute Trade Warranties, such loss, damage or expense shall be made good by the Charterer, but in no event shall the Charterer's liability in this respect exceed the amount of the deductible average stated therein with respect to any one voyage.

Except as to risks or liabilities assumed, insured or indemnified against by the Charterer pursuant to this Charter, unless otherwise agreed, the Owner shall assume or insure against all other risks or liabilities of whatever nature including without limitation those of a Marine Hull and P. and I. nature and such Hull and P. and I. coverage shall also protect the interests of the Charterer to the extent of the liability it would have if it were the owner of the Vessel.

Clause 21. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer after deducting Master's, officers' and crew's share, legal expenses, hire of the Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such moneys.

Clause 22. General average adjusters shall be appointed by the Owner, from a list of adjusters satisfactory to the Charterer, and shall attend to the settlement and collection of the general average, subject to customary charges. If the Vessel should put into a port of distress or be under average, she is to be consigned to the Owner's agents who shall be satisfactory to the Charterer and shall be entitled to receive the usual charges and commissions.

Clause 23. If the Charterer shall notify the Owner that the employment or the continued employment of the Master, any officer, or any member of the crew is prejudicial to the interests of the United States of America in the prosecution of the war, the Owner shall make any changes necessary in the appointments.

If the Charterer shall have reason to be dissatisfied with the conduct of the Master, officers, or any member of the crew, the Owner shall on receiving particulars of the complaint, investigate and make any changes necessary in the appointments.

Clause 24. Any provisions of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner of vessels by any statute or rule of law for the time being in force.

Clause 25. Nothing herein stated is to be construed as a demise of the Vessel to the Charterer.

Clause 26. Penalty for nonperformance of this contract shall be proved damages.

Clause 27. The Charterer shall have the option of subletting or assigning this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

Clause 28. The Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned.

Clause 29. The Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions, and if by reason of or in compliance with any such orders or directions anything is done or is not done, such shall not be deemed a deviation or breach of orders or neglect of duty by the Master or the Vessel: *Provided, however,* That whenever any such orders or directions given otherwise than by the Government of the United States or its representative are contrary to sailing directions or other orders of the Charterer as to the employment of the Vessel hereunder, the Master shall, if practicable, apply to the Charterer or its agents or to a representative of the Government of the United States for consent or advice and shall not comply with such orders or directions unless such consent or advice to comply is first obtained: *Provided further, however,* That if it is impracticable in any case to act in accordance with the foregoing proviso, the Master's decision as to compliance with any such orders or directions shall be made with due regard to the interest of all concerned, including the Charterer, the Owner, the Vessel, her crew and cargo.

Clause 30. The Charterer shall indemnify and hold harmless the Owner, the Master and the Vessel from all consequences and liabilities whatsoever, to the extent not recoverable under the terms of customary hull and P. & I. insurance, arising from compliance with any orders or directions of the Charterer, its agents, representatives or employees, unless properly chargeable to the Owner under this charter. The Owner shall, as far as may be practicable, keep the Charterer currenly informed in writing as to any oral orders (involving substantial delay, expense or risk to the Vessel or her cargo) not promptly confirmed in writing by the person giving such orders.

Clause 31. The Charterer (except as to matters affecting only the stability of the Vessel) shall be exclusively responsible for proper loading, stowage and discharge of ammunition, and shall comply with all applicable regulations and furnish any necessary fittings.

Clause 32. Unless otherwise provided herein or mutually agreed upon, all payments, notices and communications from the Charterer to the Owner, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Owner at the address provided in Part I and all payments, notices and communications from the Owner to the Charterer, pursuant to the terms of or in connection with this charter, shall be made or addressed to the Charterer at its offices in Washington, District of Columbia.

Clause 33. No member of or delegate to the Congress, nor Resident Commissioner, shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except as provided in Section 116 of the Act approved March 4, 1909.

Clause 34. This Charter consists of this Part II and of Part I which incorporates this Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

(E.O. 9054, Feb. 7, 1942, 7 F.R. 837)

By order of the War Shipping Administration.

[SEAL] W. C. PEET, Jr.,
Secretary.

JUNE 15, 1942.

[F. R. Doc. 42-5722; Filed, June 18, 1942; 11:21 a. m.]

[General Order No. 8—Revised]

PART 301—REGULATIONS AFFECTING MARITIME CARRIERS

DETERMINATION OF TIME CHARTER HIRE—OCEAN-GOING IRON AND STEEL DRY CARGO VESSELS

General Order No. 8 is hereby revised to read as follows:

Basis for the determination of time charter hire under charter parties tendered by the War Shipping Administra-

tion to owners of American-flag vessels chartered or requisitioned for use pursuant to the provisions of section 902 of the Merchant Marine Act, 1936, as amended—

§ 301.3 *Vessels included.* Time charter rates herein prescribed are applicable to all American-flag self-propelled ocean-going iron and steel dry cargo vessels chartered under terms and conditions of charter parties tendered by the War Shipping Administration to owners of such vessels pursuant to the provisions of section 902 of the Merchant Marine Act, 1936, as amended, except:

(a) Vessels with refrigerated capacity in excess of 50% of total capacity;
(b) Combination passenger and freight vessels;
(c) Car ferries;
(d) Seatrains;
(e) Vessels which are not classed A-1 American Bureau of Shipping, or equivalent;
(f) Vessels of less than 8 knots of speed determined in accordance with General Order No. 10;
(g) Vessels of less than 1,000 tons deadweight;
(h) Tankers; and
(i) Other vessels excepted from this order by the Administrator from time to time.

§ 301.4 *Basic rates.* (a) Effective January 20, 1942, the charter rate on all vessels covered by this general order shall be as follows:

[Per DWT per month]

	On sailings prior to May 16, 1942 [1]	On sailings on and after May 16, 1942 [1]
10,000 DWT and up	$3.75	$4.00
9,000 to 9,999	3.90	4.15
8,000 to 8,999	4.10	4.35
7,000 to 7,999	4.35	4.60
6,000 to 6,999	4.65	4.90
5,000 to 5,999	5.00	5.25
4,000 to 4,999	5.40	5.65
3,500 to 3,999	5.60	5.85
3,000 to 3,499	5.85	6.10
2,500 to 2,999	6.15	6.40
2,000 to 2,499	6.50	6.75
1,500 to 1,999	6.90	7.15
1,000 to 1,499	7.35	7.60

[1] The sailing date shall be the date when the vessel commences to load outbound from a United States Continental port, excluding Alaska.

Provided, That no vessel shall receive more aggregate charter hire (including adjustments) than a vessel of the same kind of the lowest tonnage in the next higher class can receive at the rate (with corresponding adjustments) shown for its class.

(b) *Adjustments for speed.* Vessels with a speed in excess of 10½ knots, as determined pursuant to General Order No. 10, shall receive an additional sum of 10¢ per dwt per month for each knot or major fraction (including one-half) thereof over 10½ knots. Speed added to the vessel at the cost of the United States shall be ignored for the purpose of this determination; subject to this, a certificate of speed, as computed in accordance with General Order No. 10, given by the American Bureau of Shipping in satisfactory form shall constitute sufficient proof of the vessel's speed.

(c) *Adjustments for refrigerated capacity.* Where vessels have refrigerated space available for cargo in excess of 6,000 cu. ft., 2¢ per cubic foot per month will be added with respect to such excess refrigerated space, except to the extent that the cost of such space has been paid or subsidized by the United States.

(d) *Adjustments for arming and degaussing.* Time lost in partially or entirely arming, degaussing or demagnetizing any vessel at any time prior to delivery to the Government and not previously compensated for by the Government shall be compensated for under the charter tendered pursuant to this order. Such compensation shall be computed on the basis of the applicable time charter rate established by this order and shall constitute additional charter hire earned upon delivery and acceptance of the vessel under any charter tendered hereunder. Time lost shall be determined in accordance with regulations hereinafter determined by the Administrator.

(e) *Adjustments for war risk insurance and bonuses.* War risk insurance on vessels and crew war risk bonuses as well as marine insurance occasioned by trading beyond the Institute Warranties shall be for the account of the charterer in accordance with the provisions of standard form of time charter agreement designated Warshiptime Form No. 101 and approved by General Order No. 11.

(f) *Adjustments for motorships.* Vessels with Diesel engine propulsion shall receive an additional sum of 35¢ per dwt per month.

(g) *Adjustments for age of vessels not built under construction-differential subsidy agreements.* Vessels constructed in the United States subsequent to 1928 shall receive an additional sum per dwt per month computed in accordance with the following schedule:

Year of construction:	*Additional premium per DWT per month*
1929	$0.05
1930	.10
1931	.15
1932	.20
1933	.25
1934	.30
1935	.35
1936	.40
1937	.45
1938	.50
1939	.55
1940	.60
1941 and subsequent years	[1].65

[1] Minimum.

The date of delivery by the shipbuilder shall constitute the date of construction hereunder. Upon application, consideration will be given to the allowance of a greater adjustment under this subsection for vessels delivered in 1941 and thereafter.

(h) *Adjustments for age of vessels built with construction-differential subsidy.* Vessels constructed pursuant to the Merchant Marine Act, 1936, as amended, with a construction-differential subsidy shall receive an additional sum per dwt per month as follows:

C–1 Class 10¢ per dwt per month.
C–2 Class 20¢ per dwt per month.
C–3 Class 30¢ per dwt per month.

Other subsidized vessels shall receive additional compensation to correspond with the foregoing amounts in accordance with the relation of the particular vessel's horsepower to that of the most comparable vessels of the three enumerated types. The adjustment under paragraph (g) above shall not apply to vessels covered by the adjustments under this paragraph.

§ 301.5 *Deadweight determination.* Deadweight capacity is to be established in accordance with normal Summer Freeboard as assigned pursuant to the International Load Line Convention, 1930. Deadweight shall be calculated exclusive of weight added by installation of refrigerated cargo capacity, arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other installation or equipment required by the Administrator, the United States Maritime Commission, the Army, or the Navy. Certificate of deadweight, in satisfactory form, by American Bureau of Shipping shall constitute sufficient proof of deadweight capacity.

§ 301.6 *Excluded vessels.* Time charter rates for vessels excluded under the terms of this order shall be established from time to time by supplements hereto and such rates shall become effective as of the dates stipulated in such supplements. With respect to any existing charter covering vessels excluded from the operation of this Order where the charter provides that rates may be readjusted in accordance with rate determinations made prior to May 15, the time for such rate determinations is extended to June 30, 1942.

§ 301.7 *Basic terms and conditions.* The rates and adjustments herein prescribed are based upon standard form of time charter agreement approved by the War Shipping Administrator and designated Warshiptime Form No. 101 in General Order No. 11. The reference in Part I of said charter to General Order No. 8 shall refer to and mean this General Order No. 8 as hereby revised.

(a) This Revised General Order No. 8 supersedes General Order No. 8 approved May 14, 1942, and the right is reserved to further revise or amend this General Order No. 8: *Provided, however,* That any basic rates or adjustments set forth in any such revision or amendment shall not apply to any charters tendered before the date of such revision or amendment. (Sec. 902 Merchant Marine Act of 1936)

By Order of the War Shipping Administration.

[SEAL] W. C. PEET, Jr.,
Secretary.

JUNE 15, 1942.

[F. R. Doc. 42–5724; Filed, June 18, 1942; 11:08 a. m.]

[General Order 8, Supp. 1]

PART 301—REGULATIONS AFFECTING MARITIME CARRIERS

DETERMINATION OF TIME CHARTER HIRE—TANKERS

Basis for the determination of time charter hire under charter parties tendered by the War Shipping Administration to owners of American-flag tankers chartered or requisitioned for use pursuant to the provisions of sec. 902 of the Merchant Marine Act, 1936, as amended—

§ 301.7b *Vessels included.* Time charter rates herein prescribed are applicable to all American-flag self-propelled ocean-going iron and steel tank vessels chartered under terms and conditions of charter parties tendered by the War Shipping Administration to owners of such vessels pursuant to the provisions of Sec. 902 of the Merchant Marine Act, 1936, as amended, *except:*

(a) Vessels which are not classed A–1 American Bureau of Shipping, or equivalent;

(b) Vessels of less than 8 knots of speed determined in accordance with General Order No. 10;

(c) Vessels of less than 3,000 tons deadweight; and

(d) Other vessels excepted from this Order by the Administrator from time to time.

§ 301.7c *Basic rates.* (a) Effective noon, April 20, 1942, the charter rate on all vessels covered by §§ 301.7b–301.7f shall be as follows:

	Per DWT per month
18,000 DWT and up	$3.25
16,000 to 18,000	3.35
14,000 to 16,000	3.45
12,000 to 14,000	3.60
10,000 to 12,000	3.75
9,000 to 10,000	3.90
8,000 to 9,000	4.10
7,000 to 8,000	4.35
Under 7,000	4.65

Provided, That no vessel shall receive more aggregate charter hire (including adjustments) than a vessel of the same kind of the lowest tonnage in the next higher class can receive at the rate (with corresponding adjustments) shown for its class.

(b) *Adjustments for speed.* Vessels with a speed in excess of 10½ knots, as determined pursuant to General Order No. 10, shall receive an additional sum of 10¢ per dwt per month for each knot or major fraction (including one-half) thereof over 10½ knots. Speed added to the vessel at the cost of the United States shall be ignored for the purpose of this determination; subject to this, a certificate of speed, as computed in accordance with General Order No. 10, given by the American Bureau of Shipping in satisfactory form shall constitute sufficient proof of the vessel's speed.

(c) *Adjustments for arming and degaussing.* Time lost in partially or entirely arming, degaussing or demagnetizing any vessel at any time prior to delivery to the Government and not previously compensated for by the Government shall be compensated for under the charter tendered pursuant to this order. Such compensation shall be computed on the basis of the applicable time charter rate established by this order and shall constitute additional charter hire earned upon delivery and acceptance of the vessel under any charter tendered hereunder. Time lost shall be determined in accordance with regulations hereinafter determined by the Administrator.

(d) *Adjustments for war risk insurance and bonuses.* War risk insurance on vessels and crew war risk bonuses as well as marine insurance occasioned by trading beyond the Institute Warranties shall be for the account of the charterer in accordance with the provisions of standard form of time charter agreement designated Warshipoiltime Form No. 102 and approved by General Order No. 11, Supplement No. 1.

(e) *Adjustments for age of vessels.* Vessels constructed in the United States subsequent to 1928 shall receive an additional sum per DWT per month computed in accordance with the following schedule:

Year of construction:	*Additional premium per DWT per month*
1929	$0.05
1930	.10
1931	.15
1932	.20
1933	.25
1934	.30
1935	.35
1936	.40
1937	.45
1938	.50
1939	.55
1940	.60
1941 and subsequent years	.65

The date of delivery by the shipbuilder shall constitute the date of construction hereunder.

(f) *Adjustments for motorships.* Vessels with Diesel engine propulsion shall receive an additional sum of 35¢ per DWT per month.

§ 301.7d *Deadweight determination.* Deadweight capacity is to be established in accordance with normal summer freeboard as assigned pursuant to the International Load Line Convention, 1930. Deadweight shall be calculated exclusive of weight added by installation of refrigerated cargo capacity, arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other installation or equipment required by the Administrator, the United States Maritime Commission, the Army, or the Navy. Certificate of deadweight, in satisfactory form, by American Bureau of Shipping shall constitute sufficient proof of deadweight capacity.

§ 301.7e *Basic terms and conditions.* The charter rates and adjustments herein prescribed are based upon standard form of time charter agreement approved by the War Shipping Administrator and designated Warshipoiltime Form No. 102 in General Order No. 11, Supplement No. 1.

§ 301.7f *Not a revision of General Order No. 8 as revised.* This order is not a revision or amendment of General Order No. 8 (Revised) but is an order of independent operation designated as a supplement to General Order No. 8 for convenience of reference. (Sec. 902, Merchant Marine Act of 1936)

By Order of the War Shipping Administration.

[SEAL] W. C. PEET, Jr.,
Secretary.

JUNE 15, 1942.

[F. R. Doc. 42–5725; Filed, June 18, 1942; 11:09 a. m.]

[General Order 8, Supp. 2]

PART 301—REGULATIONS AFFECTING MARITIME CARRIERS

RATES AFFECTING CERTAIN CENTRAL AND SOUTH AMERICAN FLAG VESSELS

§ 301.7g *Rates affecting Central American and South American flag vessels having stipulated characteristics.* The applicability of General Order No. 8 (Revised) and Supplement No. 1 thereto, prescribing rates for American-flag vessels having stipulated characteristics (§§ 301.3 and 301.7b) is hereby extended to cover vessels having such characteristics registered under the flags of Central American and South American countries, which are owned by nationals of the United States or by foreign corporations ninety-five percent of whose stock is owned by nationals of the United States. (Sec. 902, Merchant Marine Act of 1936)

By Order of the War Shipping Administration.

[SEAL] W. C. PEET, Jr.,
Secretary.

[F. R. Doc. 42–5726; Filed, June 18, 1942; 11:08 a. m.]

[General Order 9, Supp. 1]

PART 301—REGULATIONS AFFECTING MARITIME CARRIERS

INSURANCE VALUATIONS OF CENTRAL AND SOUTH AMERICAN FLAG VESSELS, ETC.

§ 301.8a *Insurance valuations of Central American and South American Flag Vessels, etc.* The applicability of General Order No. 9 prescribing insurance valuations for American-flag vessels having stipulated characteristics (as set forth in § 301.3 thereof) is hereby extended to cover vessels having such characteristics registered under the flags of Central American and South American countries, which are owned by nationals of the United States or by foreign corporations ninety-five per cent of whose stock is owned by nationals of the United States. (Sec. 902, Merchant Marine Act of 1936)

By Order of the War Shipping Administration.

[SEAL] W. C. PEET, Jr.,
Secretary.

JUNE 15, 1942.

[F. R. Doc. 42–5727; Filed, June 18, 1942; 11:08 a. m.]

TITLE 50—WILDLIFE

Chapter I—Fish and Wildlife Service

Subchapter Q—Alaska Commercial Fisheries

PART 201—ALASKA FISHERIES GENERAL REGULATIONS

EXTENSION OF OPEN AND CLOSED SEASONS

A new section, to be known as § 201.21c. is hereby inserted, following § 201.21b, to read as follows:

§ 201.21c *Extension of open and closed fishing seasons in Alaska.* Whenever, by reason of the continuing intensity of any run or runs of fish during the fishing season covered by these regulations, the shortening or reopening, for a limited time, of a closed fishing period will permit an additional take of that amount of such run or runs that is in excess of the escapements required by the Act of June 6, 1934 (43 Stat. 465), then, in that event and for the sole purpose of permitting such additional take, the applicable closed fishing period shall be shortened or reopened for such limited fixed period of time as will not operate to diminish required escapements, and whenever, by reason of the diminishing intensity of any such run or runs, the lengthening of a closed fishing period will operate to insure required escapements, then, in that event, the applicable closed fishing period shall be lengthened for such fixed period of time as is necessary to permit said required escapements. The facts as to the existence of a continuing intensity of a run of fish in the waters of Alaska, and the escapement thereof, sufficient to permit of an additional take in accordance with this regulation, or as to the existence of a diminishing intensity requiring an additional escapement, shall be obtained and recorded by the Director of the Fish and Wildlife Service, or such other person as may be designated by the Secretary of the Interior, and in accordance therewith the limits of the period or periods during which such an additional take may be made or during which no take may be made shall be announced by him, which announcement shall be final and reasonable notice thereof shall be made public in the Territory of Alaska. (Sec. 1, 44 Stat. 752; 48 U.S.C. 221)

The amendment contained in this document shall be in full force and effect immediately from and after the date of its publication in the FEDERAL REGISTER.

HAROLD L. ICKES,
Secretary of the Interior.

JUNE 9, 1942.

[F. R. Doc. 42-5711; Filed, June 18, 1942; 9:51 a. m.]

Notices

TREASURY DEPARTMENT.

Fiscal Service: Bureau of the Public Debt.

⅝ PERCENT TREASURY CERTIFICATES OF INDEBTEDNESS OF SERIES A–1943

[1942, Dept. Circ. 688]

JUNE 18, 1942.

I. OFFERING OF CERTIFICATES

1. The Secretary of the Treasury, pursuant to the authority of the Second Liberty Bond Act, as amended, invites subscriptions, at par and accrued interest, from the people of the United States for ⅝ percent certificates of indebtedness of the United States, designated Treasury Certificates of Indebtedness of Series A–1943. The amount of the offering is $1,500,000,000, or thereabouts.

II. DESCRIPTION OF CERTIFICATES

1. The certificates will be dated June 25, 1942, and will bear interest from that date at the rate of ⅝ percent per annum, payable on an annual basis at the maturity of the certificates. They will mature February 1, 1943, and will not be subject to call for redemption prior to maturity.

2. The income derived from the certificates shall be subject to all Federal taxes, now or hereafter imposed. The certificates shall be subject to estate, inheritance, gift or other excise taxes, whether Federal or State, but shall be exempt from all taxation now or hereafter imposed on the principal or interest thereof by any State, or any of the possessions of the United States, or by any local taxing authority.

3. The certificates will be acceptable to secure deposits of public moneys. They will not be acceptable in payment of taxes and will not bear the circulation privilege.

4. Bearer certificates with one coupon attached will be issued in denominations of $1,000, $5,000, $10,000 and $100,000. The certificates will not be issued in registered form.

5. The certificates will be subject to the general regulations of the Treasury Department, now or hereafter prescribed, governing United States certificates.

III. SUBSCRIPTION AND ALLOTMENT

1. Subscriptions will be received at the Federal Reserve Banks and Branches and at the Treasury Department, Washington. Subscribers must agree not to sell or otherwise dispose of their subscriptions, or of the securities which may be allotted thereon, prior to the closing of the subscription books. Banking institutions generally may submit subscriptions for account of customers, but only the Federal Reserve Banks and the Treasury Department are authorized to act as official agencies. Others than banking institutions will not be permitted to enter subscriptions except for their own account. Subscriptions from banks and trust companies for their own account will be received without deposit. Subscriptions from all others must be accompanied by payment of 5 percent of the amount of certificates applied for.

2. The Secretary of the Treasury reserves the right to reject any subscription, in whole or in part, to allot less than the amount of certificates applied for, and to close the books as to any or all subscriptions at any time without notice; and any action he may take in these respects shall be final. Subject to these reservations, subscriptions for amounts up to and including $25,000 will be allotted in full. The basis of the allotment on all other subscriptions will be publicly announced, and allotment notices will be sent out promptly upon allotment.

IV. PAYMENT

1. Payment at par and accrued interest, if any, for certificates allotted hereunder must be made or completed on or before June 25, 1942, or on later allotment. In every case where payment is not so completed, the payment with application up to 5 percent of the amount of certificates applied for shall, upon declaration made by the Secretary of the Treasury in his discretion, be forfeited to the United States. Any qualified depositary will be permitted to make payment by credit for certificates allotted to it for itself and its customers up to any amount for which it shall be qualified in excess of existing deposits, when so notified by the Federal Reserve Bank of its District.

V. GENERAL PROVISIONS

1. As fiscal agents of the United States, Federal Reserve Banks are authorized and requested to receive subscriptions, to make allotments on the basis and up to the amounts indicated by the Secretary of the Treasury to the Federal Reserve Banks of the respective districts, to issue allotment notices, to receive payment for certificates allotted, to make delivery of certificates on full-paid subscriptions allotted, and they may issue interim receipts pending delivery of the definitive certificates.

2. The Secretary of the Treasury may at any time, or from time to time, prescribe supplemental or amendatory rules

and regulations governing the offering, which will be communicated promptly to the Federal Reserve Banks.

[SEAL] HENRY MORGENTHAU, Jr.,
Secretary of the Treasury.

[F. R. Doc. 42-5723; Filed, June 18, 1942; 11:24 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. A-1392 Part II]

DISTRICT BOARD 8—DRAUDY MINE

ORDER DISMISSING PETITION

In the matter of the petition of District Board No. 8 for the establishment of price classifications and minimum prices for the coals of the Draudy Mine (Mine Index No. 604) of D. M. Evans, a code member in District No. 8, for truck shipments, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937—

The original petitioner having moved to dismiss the above-entitled matter and having shown good cause why this motion should be granted;

Now therefore it is ordered, That the temporary relief heretofore granted be cancelled, and the proceeding be dismissed, without prejudice.

Dated: June 17, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-5719; Filed, June 18, 1942; 10:42 a. m.]

[Docket No. B-240]

HUDSON FUEL COMPANY

ORDER POSTPONING HEARING

In the matter of Hudson Fuel Company, registered distributor, Registration No. 4581—

The above-entitled matter having been heretofore set for hearing on June 19, 1942, at 10 a. m. at a hearing room of the Bituminous Coal Division at Room 518 Bulkley Building, 1501 Euclid Avenue, Cleveland, Ohio, by Order dated May 29, 1942; and

It appearing to the Acting Director that it is advisable to postpone said hearing;

Now, therefore, it is ordered, That the hearing in the above-entitled matter be and the same hereby is, postponed to a date and place to be hereafter designated by appropriate order.

Dated: June 17, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-5718; Filed, June 18, 1942; 10:42 a. m.]

[Docket No. A-1456]

NEW RIVER COMPANY

ORDER DISMISSING PETITION

In the matter of the petition of the New River Company, a code member in District No. 7, for the establishment of minimum prices and classifications for additional size groups, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937—

The original petitioner in the above-entitled matter having moved that its petition therein be dismissed without prejudice and there having been no opposition thereto;

Now, therefore, it is ordered, That the original petition in the above-entitled matter be dismissed without prejudice.

Dated: June 17, 1942.

[SEAL] DAN H. WHEELER,
Acting Director.

[F. R. Doc. 42-5720; Filed, June 18, 1942; 10:42 a. m.]

OFFICE OF PRICE ADMINISTRATION.

BIGELOW-SANFORD CARPET COMPANY

APPROVAL OF MAXIMUM PRICES FOR NEW FABRICS

Order No. 3 under Revised Price Schedule No. 57 [1]—Wool Floor Coverings.

On June 4, 1942, Bigelow-Sanford Carpet Company, Inc. of New York, New York, filed an application, pursuant to § 1352.4 of Revised Price Schedule No. 57, for permission to manufacture two new fabrics and for approval of maximum prices thereof. These new fabrics are designated in the application as Gedney and Rodney.

Due consideration has been given to the application and an opinion, issued simultaneously herewith, has been filed with the Division of the Federal Register. For the reasons set forth in the opinion and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, it is hereby ordered:

(a) Bigelow-Sanford Carpet Company may sell, offer to sell or deliver the following new fabrics at prices no higher than those specified:

Gedney at $3.87 per square yard, f. o. b. mill.

Rodney at $3.58 per square yard, f. o. b. mill.

Subject to discounts, allowances, rebates and terms no less favorable than those in effect with respect to the maximum prices for Consort and Waldon, respectively, as established by Revised Price Schedule No. 57. The differential between the square yard, f. o. b. mill prices, and the cut-order, extra size and zone prices of Gedney and Rodney shall be no less favorable than the differential as established by Revised Price Schedule No. 57, between the maximum square yard f. o. b. mill prices, and the cut-order, extra size, and zone maximum prices of Consort and Waldon, respectively.

(b) This Order No. 3 may be revoked or amended by the Price Administrator at any time.

(c) Unless the context otherwise requires, the definitions set forth in § 1352.11 of Revised Price Schedule No. 57 shall apply to terms used herein.

(d) This Order No. 3 shall become effective on the 18th day of June 1942.

(Pub. Law 421, 77th Cong.)

Issued this 17th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-5697; Filed, June 17, 1942; 5:12 p. m.]

[1] 7 F.R. 1314, 1836, 2000, 2132.

KARASTAN RUG MILLS

APPROVAL OF MAXIMUM PRICE FOR NEW FABRIC

Order No. 4 under Revised Price Schedule No. 57 [1]—Wool Floor Coverings—

On May 28, 1942, Karastan Rug Mills, a division of Marshall Field and Company, Chicago, Illinois, duly filed an application pursuant to § 1352.4 of Revised Price Schedule No. 57 for permission to manufacture a new fabric designated as Kara-Lana, and for approval of a maximum price thereof.

Due consideration has been given to the application and an opinion, issued simultaneously herewith, has been filed with the Division of the Federal Register. For the reasons set forth in the opinion and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, it is hereby ordered:

(a) Karastan Rug Mills may sell, offer to sell or deliver the fabric designated as Kara-Lana at a price no higher than $6.89 per square yard, f. o. b. mill, subject to discounts, allowances, rebates and terms no less favorable than those in effect with respect to the maximum price of Karashah, as established by Revised Price Schedule No. 57. The differential between the square yard f. o. b. mill price, and cut order and extra size price of Kara-Lana shall be no less favorable than the differential, as established by Revised Price Schedule No. 57, between the maximum square yard f. o. b. mill price and the cut order and extra size maximum price of Karashah.

(b) This Order No. 4 may be revoked or amended by the Price Administrator at any time.

(c) Unless the context otherwise requires, the definitions set forth in § 1352.11 of Revised Price Schedule No. 57 shall apply to terms used herein.

(d) This Order No. 4 shall become effective on the 18th day of June 1942.

(Pub. Law 421, 77th Cong.)

Issued this 17th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-5699; Filed, June 17, 1942; 5:12 p. m.]

SAMUEL STAMPING AND ENAMELING COMPANY

APPROVAL OF MAXIMUM PRICES FOR NEW MODELS OF PRIVATE BRAND GAS HEATING STOVES

Order No. 7 under Revised Price Schedule No. 64 [1]—Domestic cooking and heating stoves—

On April 1, 1942, Samuel Stamping and Enameling Company, Chattanooga, Tennessee, filed an application, pursuant to § 1356.1 (d) of Revised Price Schedule No. 64, for approval of maximum prices for two private brand gas heating stoves, to be sold to Sears, Roebuck and Company, Chicago, Illinois, which models are designated in the application as Nos. 254 and 255.

Due consideration has been given to the application and an opinion, issued simultaneously herewith, has been filed with the Division of the Federal Register. For the reasons set forth in the opinion and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, it is hereby ordered:

(a) Samuel Stamping and Enameling Company may sell, offer to sell, or deliver Models Nos. 254 and 255 to Sears, Roebuck and Company at prices no higher than the following maximum prices:

(1) The maximum price for Model No. 254 shall be determined by adding to the maximum price for Model No. 264, as established by Revised Price Schedule No. 64, the sum of $.83.

(2) The maximum price for Model No. 255 shall be determined by adding to the maximum price for Model No. 265, as established by Revised Price Schedule No. 64, the sum of $.75.

(b) This Order No. 7 may be revoked or amended by the Price Administrator at any time.

(c) Unless the context otherwise requires, the definitions set forth in § 1356.11 of Revised Price Schedule No. 64 shall apply to terms used herein.

(d) This Order No. 7 shall become effective on the 18th day of June 1942. (Pub. Law 421, 77th Cong.)

Issued this 17th day of June 1942.

LEON HENDERSON.
Administrator.

[F. R. Doc. 42-5698; Filed, June 17, 1942; 5:16 p. m.]

[1] 7 F.R. 1329, 1836, 2000, 2132.

HARDWICK & MAGEE COMPANY

APPROVAL OF MAXIMUM PRICES FOR NEW FABRICS

Order 5 under Revised Price Schedule 57 [1]—Wool Floor Coverings.

On April 30, 1942, Hardwick & Magee Company of Philadelphia, Pennsylvania, hereinafter called applicant, filed an application pursuant to § 1352.4 of Revised Price Schedule No. 57 for approval of maximum prices of certain new fabrics, designated as R 717 A, A 607, and Woolcot.

Due consideration has been given to the application and the specifications of the fabrics described therein and an Opinion has been issued simultaneously herewith and has been filed with the Division of the Federal Register. For the reasons set forth in the Opinion, and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, *it is hereby ordered:*

(a) Hardwick & Magee Company may sell, offer to sell, deliver or transfer the designated fabrics at prices no higher than those set forth below:

R 717 A @ $4.63 per square yard, f. o. b. mill.

A 607 @ $4.68 per square yard, f. o. b. mill.

Woolcot @ $3.32 per square yard, f. o. b. mill.

subject to discounts, allowances, rebates and terms no less favorable than those in effect with respect to the maximum prices of Royal Malabar, Alto Embost and Garfield, as established under § 1352.1 of Revised Price Schedule No. 57. The differential between the square yard f. o. b. mill prices and the cut order, extra size and zone prices of R 717 A, A 607, and Woolcot, shall be no less favorable than the differential as established under § 1352.1 of Revised Price Schedule No. 57 between the maximum square yard f. o. b. mill prices, and the cut order, extra size and zone maximum prices of Royal Malabar, Alto Embost and Garfield, respectively.

(b) This Order No. 5 may be revoked or amended by the Price Administrator at any time.

(c) Unless the context otherwise requires, the definitions set forth in § 1352.11 of Revised Price Schedule No. 57 shall apply to terms used herein.

(d) This Order shall become effective on the 19th day of June 1942. (Pub. Law 421, 77th Cong.)

Issued this 18th day of June 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-5710; Filed, June 18, 1942; 9:58 a. m.]

[1] 7 F.R. 1314, 1836, 2000, 2132.

SECURITIES AND EXCHANGE COMMISSION.

ISAACSON & COMPANY, NOT INC.

FINDINGS AND ORDER REVOKING REGISTRATION AS BROKER AND DEALER

In the matter of Harold Isaacson, doing business as Isaacson & Company, Not Inc., 105 West Adams Street, Chicago, Illinois; Securities Exchange Act of 1934 Sections 15 (b), 15 A (*l*) (2).

At a regular session of the Securities and Exchange Commision held at its office in the City of Philadelphia, Pennsylvania on the 11th day of June, A. D., 1942.

1. Harold Isaacson, doing business as Isaacson & Company, Not Inc., a sole proprietorship, is registered with this Commission as a broker and dealer under section 15 of the Securities Exchange Act of 1934 and is a member of the National Association of Securities Dealers, Inc., a national securities association registered pursuant to section 15 A of said Act.

2. On April 21, 1942 we instituted proceedings under Section 15 (b) of said Act to determine whether registrant's registration as a broker and dealer should be suspended or revoked, and whether registrant should be suspended or expelled from membership in the National Association of Securities Dealers, Inc. The order for proceedings stated that information had been reported to the Commission by its staff, which, if true tended to show that registrant had wilfully violated the anti-fraud provisions of section 17 (a) of the Securities Act of 1933, section 15 (c) (1) of the Securities Exchange Act of 1934 and the Commission's Rules X-15C1-2 (a) and (b) promulgated pursuant thereto, section 17 (a) of the Securities Exchange Act of 1934 and the Commission's Rule X-17A-3 promulgated pursuant thereto. The information reported to the Commission was to the effect that:

A. During the period from approximately January 1, 1941 to approximately January 14, 1942, registrant carried margin accounts for various customers and for the purpose of obtaining profits for himself stimulated trading activity in such accounts by inducing certain of said customers to sell securities then held in their accounts and to buy other securities then held in the accounts of certain other of said customers by misrepresenting to certain of said customers that the sale of certain of their securities would be in their best interests and by misrepresenting at or about the same time to certain other of said customers that the purchase of these same securities would be in their best interests.

B. During the period mentioned in Paragraph A, registrant represented to certain customers that on the sale of securities previously purchased by said customers from registrant, there would be no charge by registrant when in fact registrant intended to and did charge

said customers on said sales and did realize undisclosed compensation thereon.

C. During the period from January 1, 1941, to the date hereof, registrant failed to make and keep current: (1) blotters (or other records of original entry) containing an itemized daily record of all receipts and deliveries of securities; (2) a securities record or ledger reflecting separately for each security as of the clearance dates all "long" or "short" positions (including securities in safekeeping) carried by the registrant for his own account or for the account of his customers and showing the location of all securities long and the offsetting position of all securities short, and the designation of the account in which each position is carried; and (3) a memorandum of each brokerage order, and of any other instruction, given or received for the purchase or sale of securities, whether executed or unexecuted.

D. Registrant used the mails and means and instruments of interstate commerce in effecting the transactions and inducing the purchase and sale of the securities referred to in Paragraphs A and B, above.

E. Certain of the transactions referred to in Paragraphs A and B, above, were effected otherwise than on a national securities exchange.

3. On May 8, 1942 registrant submitted to the trial examiner an "Answer and Consent" to revocation in which he acknowledges receipt and service of adequate notice of this proceeding, and waives opportunity for hearing.

In said "Answer and Consent," registrant further admits and acknowledges, "for the purpose of said proceeding, and for said purpose only," the existence of the facts set forth in the Commission's order for proceedings.

Registrant also consented to the entry of an order revoking his registration as an over-the-counter broker and dealer, and expelling him from the National Association of Securities Dealers, Inc.

4. We conclude, therefore, that registrant wilfully violated section 17 (a) of the Securities Act of 1933, section 15 (c) (1) of the Securities Exchange Act of 1934 and Rules X-15C1-2 (a) and (b) of the Rules and Regulations thereunder, and section 17 (a) of the Securities Exchange Act of 1934 and Rule X-17A-3 of the Rules and Regulations thereunder; that the public interest requires revocation of his registration; and that it is necessary and appropriate in the public interest and for the protection of investors and to carry out the purposes of section 15 A of the Securities Exchange Act that he be expelled from the National Association of Securities Dealers, Inc.

Accordingly, It is ordered, Pursuant to sections 15 (b) and 15 A (*l*) (2) of the Securities Exchange Act of 1934,

(1) That the registration of Harold Isaacson, doing business as Isaacson & Company, Not Inc., as a broker and dealer be, and it hereby is, revoked.

(2) That Harold Isaacson, doing business as Isaacson & Company, Not Inc., be, and he hereby is, expelled from the National Association of Securities Dealers, Inc.

By the Commission (Chairman Purcell and Commissioners Healy, Pike, Burke and O'Brien).

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 42-5692; Filed, June 17, 1942; 3:06 p. m.]

[File No. 812-240]

TOBACCO PRODUCTS EXPORT CORPORATION

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 15th day of June A. D. 1942.

An application having been filed by the above named applicant pursuant to section 3 (b) (2) of the Investment Company Act of 1940 for an order declaring the applicant to be primarily engaged in a business other than that of investing, reinvesting, owning, holding or trading in securities;

It is ordered, That a hearing on the aforesaid application be held on July 16, 1942 at ten o'clock in the forenoon of that day at the Securities and Exchange Commission Building, 18th and Locust Street, Philadelphia, Pennsylvania. On such day the hearing room clerk in Room 318 will advise interested parties where such hearing will be held;

It is further ordered, That Charles S. Lobingier, Esquire, or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearing on such matter. The officer so designated to preside on such hearing is hereby authorized to exercise all the powers granted to the Commission under sections 41 and 42 (b) of the Investment Company Act of 1940 and to Trial Examiners under the Commission's Rules of Practice.

Notice is hereby given to the applicant and to any other persons whose participation in such proceeding may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 42-5691; Filed, June 17, 1942; 3:06 p. m.]

[File No. 70-560]

NEW BEDFORD GAS AND EDISON LIGHT COMPANY AND NEW ENGLAND GAS AND ELECTRIC ASSOCIATION

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa. on the 16th day of June, A. D. 1942.

Notice is hereby given that an application or declaration (or both) has been filed with this Commission pursuant to Public Utility Holding Company Act of 1935 by New Bedford Gas and Edison Light Company and New England Gas and Electric Association; and

Notice is further given that any interested person may, not later than June 30, 1942, at 5:30 P. M. E. S. W. T. request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter, such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-23 of the Rules and Regulations promulgated pursuant to said Act or the Commission may exempt such transaction as provided in Rules U-20 (a) and U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

New Bedford Gas and Edison Light Company, a subsidiary of New England Gas and Electric Association, a registered holding company, proposes to issue and sell the following securities:

(a) $1,000,000 principal amount Serial notes, Third Series, 3%, due May 31, 1957, proposed to be sold to two insurance companies at a price of $101.50;

(b) Notes payable to bank in amounts not exceeding in the aggregate $2,000,000, all of such notes to be issued prior to June 30, 1943 in such denominations as the company shall elect at the time of issue, to mature June 30, 1945 and to bear interest at the rate of 2¼% per annum.

New Bedford Gas and Edison Light Company has presently outstanding indebtedness aggregating $1,750,000 due the First National Bank of Boston, represented by notes maturing on June 30, 1943. The company now proposes to replace a portion of the above $1,750,000 temporary indebtedness with $1,000,000 principal amount of long-term indebtedness.

The new notes payable to the bank will be issued from time to time in such amounts as may be necessary, first to immediately pay off the remaining balance of indebtedness to the First National Bank of Boston represented by notes aggregating $750,000, and secondly from time to time as necessary to pay for proposed extensions, additions and betterments to the plant and property of the company in the amount of $1,250,000.

The application or declaration is filed pursuant to section 6 (b) of the Public Utility Holding Company Act of 1935 for exemption from provisions of section 6 (a) of the Act of the issue and sale of the securities designated herein. The

applicants or declarants also request an exemption from the requirements of Rule U-50.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 42-5704; Filed, June 18, 1942; 9:51 a. m.]

[File No. 70-562]

GREENWICH WATER COMPANY AND GREENWICH WATER SYSTEM, INC.

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 16th day of June, 1942.

Notice is hereby given that an application or declaration (or both) has been filed with this Commission pursuant to the provisions of the Public Utility Holding Company Act of 1935, particularly sections 6, 9, 10, 12 and Rules U-42, U-43, and U-45, promulgated thereunder, by Greenwich Water System, Inc., and its subsidiary company, Greenwich Water Company, both subsidiary companies of American Water Works and Electric Company, Incorporated, a registered holding company;

Notice is further given that any interested person may, not later than June 25, 1942, at 5:30 P. M., E. W. T., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-23 of the Rules and Regulations promulgated pursuant to said Act or the Commission may exempt such transaction as provided in Rules U-20 (a) and U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania.

All interested persons are referred to said declaration or application, which is on file in the office of this Commission, for a statement of the transactions therein proposed, which are summarized below:

Greenwich Water Company seeks authorization of (1) the issuance to its parent, Greenwich Water System, Inc., of 11,400 additional shares of its Capital Stock, $25 par value per share, for $285,000 in cash, and (2) the retirement with the proceeds thereof of its note indebtedness to its parent. Greenwich Water System, Inc., seeks authorization of its part of the proposed transaction.

The declaration or application states that (1) the purpose of the proposed transactions is to change a portion of the indebtedness of Greenwich Water Company to Capital Stock; (2) that the consummation of the transaction will have the following effect: (a) a reduction by Greenwich Water Company of its annual interest charges by $17,000 and an increase of its Federal income taxes by an indeterminable amount and (b) a reduction by Greenwich Water System, Inc. of its annual interest income. The declaration or application further states that consummation of the proposed transactions may result in an increase of the annual dividend income of Greenwich Water System, Inc. and probably will decrease that company's Federal income taxes.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 42-5705; Filed, June 18, 1942; 9:52 a. m.]

[File No. 7-644]

STANDARD BRANDS, INC.—CINCINNATI STOCK EXCHANGE

ORDER DISPOSING OF APPLICATION FOR PERMISSION TO EXTEND UNLISTED TRADING PRIVILEGES

In the matter of application by the Cincinnati Stock Exchange for permission to extend unlisted trading privileges to the common stock, no par value, of Standard Brands, Inc.

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 17th day of June, A. D. 1942.

The Cincinnati Stock Exchange having made application to the Commission, pursuant to section 12 (f) of the Securities Exchange Act of 1934 and Rule X-12F-1, for permission to extend unlisted trading privileges to the common stock, no par value, of Standard Brands, Inc.; and

After appropriate notice a hearing having been held in this matter in Cleveland, Ohio; and

The Commission having this day made and filed its findings and opinion herein;

It is ordered, Pursuant to section 12 (f) of the Securities Exchange Act of 1934, that the application of the Cincinnati Stock Exchange for permission to extend unlisted trading privileges to the common stock, no par value, of Standard Brands, Inc. be and the same is hereby approved.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 42-5706; Filed, June 18, 1942; 9:51 a. m.]

[File No. 812-82]

AMERICAN RAILWAYS CORPORATION, APPLICANT

ORDER DENYING APPLICATION, DENYING GENERAL EXEMPTION AND GRANTING PARTIAL EXEMPTION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 17th day of June, A. D. 1942.

American Railways Corporation having filed an application for an order pursuant to section 3 (b) (2) of the Investment Company Act of 1940, and in the alternative for general or partial exemption from said Act pursuant to section 6 (c); a public hearing having been held after appropriate notice; the Commission being fully advised in the premises and having this day issued its findings and opinion herein; on the basis of said findings and opinion, it is hereby

Ordered, That the application herein for an order pursuant to section 3 (b) (2) be and it hereby is denied;

Further ordered, That the application herein for general exemption of American Railways Corporation from said Act pursuant to the provisions of section 6 (c) thereof be and it hereby is denied; *Provided, however,* That American Railways Corporation is hereby exempted (i) from the provisions of paragraph (a) (2) of Rule N-23C-1 to the extent necessary to permit it to repurchase its debentures to meet the requirements of its bond and debenture agreements, and (ii) from the requirements of subsections (b) and (d) of section 30 of said Act, to the extent that it need not issue or file the reports and statements required by those subsections more often than annually: *And provided further,* That the Commission reserves jurisdiction to reconsider at any time the partial exemptions herein granted, and to terminate either or both of them by further order, after notice and opportunity for hearing, if the Commission finds that such termination is warranted by changed circumstances.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 42-5707; Filed, June 18, 1942; 9:52 a. m.]